

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**

Case

Date Filed

04-CA-252990

12/9/19

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Fidelity National Financial, Inc.

b. Tel. No.

(888) 934-3354

c. Cell No.

f. Fax No.

d. Address (Street, city, state, and ZIP code)

601 Riverside Avenue
FL Jacksonville 32204-____

e. Employer Representative

Kelly Feese

g. e-Mail

kelly.feese@fnf.com

h. Number of workers employed

7

i. Type of Establishment (factory, mine, wholesaler, etc.)

Legal

j. Identify principal product or service

In-house litigation

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

Title:

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-Mail

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

(b) (6), (b) (7)(C)

(signature of representative or person making charge)

Title:

(b) (6), (b) (7)(C)

(Print/type name and title or office, if any)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

e-Mail

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

12/6/2019 16:56:50

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)/19
(b) (6), (b) (7)(C)	(b) (6), (b) (7)/19

8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)/19
(b) (6), (b) (7)(C)	(b) (6), (b) (7)/19

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	denial of raise	(b) (6)/2019

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	denial of raise	(b) (6)/2019

Additional Information in Support of Charge

Charging Party Name : (b) (6), (b) (7)(C)

Inquiry Number : (b) (6), (b) (7)(C)

Date Submitted : 12/6/2019 16:56:50

Please provide a brief description of the specific conduct involved in your charge. The information you provide may be viewed by the charged party in the event of a formal proceeding, so PLEASE DO NOT GIVE A DETAILED ACCOUNT OF YOUR CHARGE OR A LIST OF POTENTIAL WITNESSES AT THIS TIME. A Board Agent will contact you to obtain this and other detailed information after your charge is docketed. After you submit this E-Filed Charge form, you will receive a confirmation email with an Inquiry Number (Sample Inquiry Number: 1-1234567890) and a link to the E-Filing web page. You may use the link and the Inquiry number provided in the email to e-file any additional documents you wish to present in support of your charge.

Additional Information Provided:

In (b) (6), (b) (7)(C) 2018, I reported that my new (b) (6), (b) (7)(C) started (b) (6), (b) (7)(C) was engaging in unethical conduct to (b) (6), (b) (7)(C) immediately retaliated with verbal/emotional abuse directed at me, my (b) (6), (b) (7)(C) and my (b) (6), (b) (7)(C)--3 of the 6 people in our small office. I reported (b) (6) to HR on (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C)--an exemplary employee for (b) (6) years--began having (b) (6), (b) (7)(C) at work because (b) (6), (b) (7)(C) threatened (b) (6), (b) (7)(C) also filed their own HR complaints. (b) (6), (b) (7)(C) was fired immediately. (b) (6), (b) (7)(C) told everyone in the office NOT to make any other HR complaints, but to tell (b) (6), (b) (7)(C) of any future issues. I was abused, bullied, overloaded with work, and put under a microscope for months. I talked with several colleagues outside our office to try to get help with the situation, which only made things worse. On (b) (6), (b) (7)(C)/19, I called (b) (6), (b) (7)(C) because things were unbearable. (b) (6), (b) (7)(C) refused to give me a scheduled raise in (b) (6), (b) (7)(C) (though the covered period preceded (b) (6), (b) (7)(C) employment, and despite my long history of outstanding work and praise from colleagues, my prior (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C) years, (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C)). On 9/30/19, I received the raise. (b) (6), (b) (7)(C) and I were both fired on (b) (6), (b) (7)(C)/19--for "performance"--without severance.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 4
100 E Penn Square
Suite 403
Philadelphia, PA 19107

Agency Website: www.nlrb.gov
Telephone: (215)597-7601
Fax: (215)597-7658



Download
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December 9, 2019

Kelly Feese
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Re: Fidelity National Financial, Inc.
Case 04-CA-252990

Dear Ms. Feese:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner DONNA M. BERNINI-MARTIN whose telephone number is (215)597-7647. If this Board agent is not available, you may contact Supervisory Examiner CARA L. FIES-KELLER whose telephone number is (215)597-7636.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board

agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

December 9, 2019

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Dennis P. Walsh". The signature is written in a cursive, flowing style.

DENNIS P. WALSH
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

04-CA-252990

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: _____**10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

FIDELITY NATIONAL FINANCIAL, INC.

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 04-CA-252990

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on December 9, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Kelly Feese
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

December 9, 2019

Date

Jane Peterson, Designated Agent of NLRB

Name

/s/ Jane Peterson

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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December 9, 2019

(b) (6), (b) (7)(C)

Re: Fidelity National Financial, Inc.
Case 04-CA-252990

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on December 09, 2019 has been docketed as case number 04-CA-252990. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner DONNA M. BERNINI-MARTIN whose telephone number is (215)597-7647. If this Board agent is not available, you may contact Supervisory Examiner CARA L. FIES-KELLER whose telephone number is (215)597-7636.

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Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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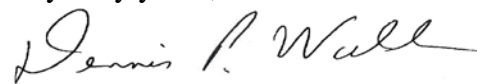
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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Dennis P. Walsh", written in a cursive style.

DENNIS P. WALSH
Regional Director



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 4
100 E Penn Square
Suite 403
Philadelphia, PA 19107

Agency Website: www.nlrb.gov
Telephone: (215)597-7601
Fax: (215)597-7658

Agent's Direct Dial: (215)597-7647

December 9, 2019

(b) (6), (b) (7)(C)

Re: Fidelity National Financial, Inc.
Case 04-CA-252990

Dear (b) (6), (b) (7)(C):

You have asked the Region to consider whether injunctive relief is appropriate under Section 10(j) of the National Labor Relations Act. This letter is to advise you of how a 10(j) investigation differs from a typical unfair labor practice investigation and what you can do to assist in that investigation.

Section 10(j) of the Act allows the Board to seek immediate injunctive relief in U.S. District Court. This extraordinary relief is available only in situations where the Board's normal procedures will not provide effective relief because, by the time the Board issues an order, the damage caused by the illegal acts cannot be undone. You should be aware that the investigation of a 10(j) case differs from other unfair labor practice investigations in two important respects.

First, in addition to obtaining evidence to show that an unfair labor practice has occurred, the Board agent, during the initial investigation, must also obtain evidence showing that, without an injunction, the alleged unlawful acts could have a permanent effect so that any Board remedy would have no real effect. The Board agent may question you and other witnesses about the impact of the alleged violations on statutory rights, including facts that will show any "chill" on the right of you or other employees to engage in concerted or union activities. This evidence of impact varies from case to case depending on the nature of the unlawful conduct. Examples include: a drop in the number of union authorization cards obtained after the unfair labor practices began; a decrease in attendance at union organizing meetings; the number of employees affected by changes to important working conditions; and statements made by employees that would show, because of the unfair labor practices, they fear losing their jobs, are angry at the union, believe the union is ineffective, believe organizing is futile, etc.

Second, the investigation of cases involving potential 10(j) relief has priority over most other cases in the Region. This is because delay may entirely preclude injunctive relief where the situation has changed so much that an injunction cannot undo the harm caused by the unfair labor practices. Thus, you should be prepared to present all of your evidence, including impact evidence, as quickly as possible.

If you have any questions, please contact the Board agent assigned to investigate your charge. Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in black ink, reading "Dennis P. Walsh". The signature is written in a cursive style with a large, stylized "D" and "W".

DENNIS P. WALSH
Regional Director

From: [Bernini-Martin, Donna M.](#)
To: kelly.feese@fnf.com
Subject: Letter Requesting Evidence.pdf
Date: Wednesday, January 15, 2020 3:01:00 PM
Attachments: [Letter Requesting Evidence.pdf](#)

Ms. Feese:

I've attached a letter requesting your position on the subject charge. Please feel free to call me to discuss this matter.

Donna M. Bernini,
Board Agent
(215) 597-7647



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 4

615 Chestnut St., Suite 710

Philadelphia, PA 19106

Agency Web Site: www.nlr.gov

Direct Dial (215)-597-7647

VIA E-MAIL

January 15, 2020

Kelly Feese
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Email: kelly.feese@fnf.com

Re: Fidelity National Financial
Case 04-CA-252990

Dear Ms. Feese:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client regarding the allegations raised in the investigation of the above-referenced matter. Set forth below are the allegations and issues on which your evidence is needed, a request for evidence, a request for your position on 10(j) relief, and the date for providing your evidence.

Allegations and Issues: The allegations and issues on which I am seeking your evidence and position are as follows:

The charge, which was filed by individual (b) (6), (b) (7)(C), alleges that Fidelity National Financial (the "Employer") violated Section 8(a)(1) of the Act within the past six-month period by discharging (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2019 because they engaged in protected, concerted activity by complaining to management about (b) (6), (b) (7)(C) with whom many employees had issues. Regarding these allegations, I am requesting the following information: Did the Employer discharge (b) (6), (b) (7)(C)? If so, what were its reasons? Did it do so because they engaged in protected, concerted activity? Did the Employer discharge/discipline other employees for the same or similar reasons as (b) (6), (b) (7)(C)? If so, please provide names, dates, and reasons for discharge.

Board Affidavits: I am requesting a position statement from you on the above allegations. I am also requesting to take affidavits from any individuals you believe have information relevant to the investigation of this matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of

my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me to schedule these affidavits.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. A copy of the employee handbook
2. Copies of all other work rules or other documents describing expected employee conduct and potential discipline that were in effect during all or any part of the period between January 2019 and the present date.
3. The personnel files for (b) (6), (b) (7)(C), including copies of any disciplines, performance evaluations, and termination letters.
4. Documents containing information regarding other employees who were disciplined or discharged for the same or similar reasons as (b) (6), (b) (7)(C).

Position on 10(j) Relief: You are also requested to provide the Employer's position as to the appropriateness of Section 10(j) injunctive relief in this matter. As you may know, Section 10(j) of the Act permits the NLRB to ask a federal district court "for appropriate temporary relief or restraining order" pending the Board's resolution of an unfair labor practice charge. The district court is authorized to grant "such temporary relief or restraining order as it deems just and proper." *If* the Region determines the Employer has violated the Act as alleged, the Region will consider whether to seek injunctive relief in this matter. Accordingly, please provide your position, legal theory, case law, and supporting evidence regarding whether injunctive relief would be appropriate for the alleged violations in this case and whether such injunctive relief would be just and proper. I wish to emphasize that the Region has not yet made a decision as to whether the Employer has violated the Act as alleged. Rather, we want to provide you with adequate notice that injunctive relief will be considered if such a decision is made.

Date for Providing Further Evidence: I am requesting that you provide your evidence by **Wednesday, January 22, 2020**. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to www.nlr.gov, select **File Case Documents**, enter the **NLRB case number**, and follow the detailed instructions. Please feel free to contact me by telephone at (215) 597-7647, or e-mail at donna.bernini-martin@nlrb.gov if you have any questions you have with regard to these matter.

Very truly yours,
/Donna M. Bernini
Donna M. Bernini
Board Agent

From: (b) (6), (b) (7)(C)
To: Bernini-Martin, Donna M.
Subject: Fwd: Personnel File - (b) (6), (b) (7)(C)
Date: January 28, 2020 3:09:42 PM
Attachments: (b) (6), (b) (7)(C) Email Correspondence 12.5.18.pdf
(b) (6), (b) (7)(C) Email Correspondence 12.12.18.pdf
(b) (6), (b) (7)(C) Performance Review (b) (6), (b) (7)(C) 19.pdf
(b) (6), (b) (7)(C) Performance Review (b) (6), (b) (7)(C) 19.pdf
(b) (6), (b) (7)(C) Written Counseling (b) (6), (b) (7)(C) 19.pdf
(b) (6), (b) (7)(C) Attendance 8.2019.pdf
(b) (6), (b) (7)(C) Attendance 9.3.19.pdf
(b) (6), (b) (7)(C) Email Correspondence (b) (6), (b) (7)(C) 19.pdf
(b) (6), (b) (7)(C) Email Correspondence 5.31.19 (2).pdf
(b) (6), (b) (7)(C) Email Correspondence 5.31.19.pdf
(b) (6), (b) (7)(C) Email Correspondence 6.21.19.pdf
(b) (6), (b) (7)(C) Terminations Forms (b) (6), (b) (7)(C) 19.pdf

Donna,

This is what (b) (6), (b) (7)(C) sent to (b) (6), (b) (7)(C). As you'll see, the attachments include: 1) (b) (6), (b) (7)(C) and my evaluations of (b) (6), (b) (7)(C), which were "good enough" to warrant (b) (6), (b) (7)(C) raise in (b) (6), (b) (7)(C) 2019 (b) (6), (b) (7)(C) described (b) (6), (b) (7)(C) as having few absences from work); 2) two peculiar emails from (b) (6), (b) (7)(C) to HR on 5/31/19 (that seem to have been sent out of order??) about changing (b) (6), (b) (7)(C) hours and making specific mention of telling (b) (6), (b) (7)(C) didn't want (b) (6), (b) (7)(C) to be worried (!!); 3) (b) (6), (b) (7)(C) 12/12/18 email to HR about a calendaring "mistake" that (b) (6), (b) (7)(C) wanted to include in my and (b) (6), (b) (7)(C) file. I am going to forward you an email I sent to (b) (6), (b) (7)(C) that same day pointing out to (b) (6), (b) (7)(C) that the event in question was indeed placed on the calendar in September (so (b) (6), (b) (7)(C) somehow missed it).

If you have any questions or need anything else from me, please let me know.

Thank you!!

(b) (6), (b) (7)(C)

Begin forwarded message:

From: (b) (6), (b) (7)(C)
Date: January 28, 2020 at 10:16:49 AM EST
To: (b) (6), (b) (7)(C)
Subject: Fwd: Personnel File - (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C):
Here are the emails (b) (6), (b) (7)(C) forwarded to me. (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) as you see in the email exchange.

Talk to you soon.

Sent from my iPhone

Begin forwarded message:

From: (b) (6), (b) (7)(C)
Date: January 26, 2020 at 9:04:47 AM EST
To: (b) (6), (b) (7)(C)
Subject: Fwd: Personnel File - (b) (6), (b) (7)(C)

----- Forwarded message -----

From: (b) (6), (b) (7)(C)
Date: Fri, Jan 24, 2020, 5:51 PM
Subject: Fwd: Personnel File - (b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C)

They messed up with this one

----- Forwarded message -----

From: (b) (6), (b) (7)(C) <[@fnf.com](mailto:(b) (6), (b) (7)(C)@fnf.com)>
Date: Fri, Jan 24, 2020, 5:37 PM
Subject: Personnel File - (b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) was employed from (b) (6), (b) (7)(C) until (b) (6), (b) (7)(C) 2019. Attached is the personnel file I received from HR. I will send you (b) (6), (b) (7)(C) here shortly.

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(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Wednesday, December 5, 2018 10:13 AM
To: (b) (6), (b) (7)(C)
Subject: FW: Your Unnotified Absence 12/03/2018

Hi (b) (6), (b) (7)(C),

Can you include this in (b) (6), (b) (7)(C) personnel file? Thank you.

(b) (6), (b) (7)(C)

Fidelity National Law Group
1515 Market Street – Suite 1410
Philadelphia, Pennsylvania 19102
Office: 267-608-1725
Direct: (b) (6), (b) (7)(C)
Fax: 215-241-8794
E-mail: (b) (6), (b) (7)(C)@fnf.com

*The Law Division of Alamo Title Insurance Co, Chicago Title Insurance Co.,
Commonwealth Land Title Insurance Company and Fidelity National Title Insurance Co.*

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From: (b) (6), (b) (7)(C)
Sent: Wednesday, December 5, 2018 9:52 AM
To: (b) (6), (b) (7)(C)@fnf.com>
Subject: Your Unnotified Absence 12/03/2018

(b) (6), (b) (7)(C),

Just a note to confirm our discussion yesterday morning, on 12/04/2018, that if you intend to take a day off to please notify me that you are not coming in. You were absent on (b) (6), (b) (7)(C)/2018 because (b) (6), (b) (7)(C) was not feeling well. I'm glad (b) (6), (b) (7)(C) feels better.

I do need to advise you that your complete failure to notify me of your absence on (b) (6), (b) (7)(C)/2018 is in violation of Fidelity's attendance and punctuality policies (see page 50; if you would like a copy of the policies, please let me know.) Specifically, the policies require that you personally notify me as (b) (6), (b) (7)(C), as far in advance as possible of your absence, but at least one hour before your scheduled starting time. Your excuses of forgetting to call me and not having my email address in failing to advise me of your absence on (b) (6), (b) (7)(C)/2018, are less than valid.

If you have any questions on this, please let me know.

(b) (6), (b) (7)(C)

Fidelity National Law Group
1515 Market Street – Suite 1410
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Office: 267-608-1725
Direct: (b) (6), (b) (7)(C)
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(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Wednesday, December 12, 2018 11:42 AM
To: (b) (6), (b) (7)(C)
Subject: FW: Holiday Lunch

Pls place in (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) files, as (b) (6), (b) (7)(C) is also responsible for making sure events are on the calendar.

From: (b) (6), (b) (7)(C)
Sent: Wednesday, December 12, 2018 12:26 PM
To: (b) (6), (b) (7)(C) @fnf.com>; (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: Holiday Lunch

Please make sure all hearings make it on the Legal Files calendar, as the 11 am hearing is not on there.

From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Wednesday, December 12, 2018 11:57 AM
To: (b) (6), (b) (7)(C) @fnf.com>; (b) (6), (b) (7)(C) @fnf.com>; (b) (6), (b) (7)(C) @fnf.com>; (b) (6), (b) (7)(C) @fnf.com>; (b) (6), (b) (7)(C) @fnf.com>; (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: Holiday Lunch

(b) (6), (b) (7)(C),

As you know, I am scheduled to attend a hearing and sheriff's sale in Bucks County this Friday at 9 and 11 am respectively. If opposing counsel consents to adjourn the sale, I will be able to attend the holiday luncheon. Otherwise, I will not be back to the office in time.
I will keep you posted.

(b) (6), (b) (7)(C)

Fidelity National Law Group, Philadelphia
The Law Division of Alamo Title Insurance Co, Chicago Title Insurance Co., Commonwealth Land Title Insurance Company
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-----Original Appointment-----

From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Wednesday, December 12, 2018 10:41 AM
To: (b) (6), (b) (7)(C)
Subject: Holiday Lunch
When: Friday, December 14, 2018 12:30 PM-3:00 PM (UTC-05:00) Eastern Time (US & Canada).
Where: Fogo De Chao, 1337 Chestnut St, Phila PA 19107

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Friday, (b) (6), (b) (7)(C) 2019 3:21 PM
To: (b) (6), (b) (7)(C)
Subject: Written Counseling (b) (6), (b) (7)(C)
Attachments: Written Counseling (b) (6), (b) (7)(C) case name corrected.pdf

(b) (6), (b) (7)(C)

I just met with (b) (6), (b) (7)(C) in my office regarding the written counseling form.

The meeting lasted less than 5 minutes.

I asked (b) (6), (b) (7)(C) to review the form and to please make any comments (b) (6), (b) (7)(C) may have.

(b) (6), (b) (7)(C) questioned why I listed the Tugboat case and advised that should read "Coffey", rather than "Tugboat" and I then corrected the form and printed a copy for (b) (6), (b) (7)(C).

Though I explained (b) (6), (b) (7)(C) signature merely indicated (b) (6), (b) (7)(C) acknowledgement of receipt of the form, (b) (6), (b) (7)(C) refused to sign form.

(b) (6), (b) (7)(C) also requested more time for comments, saying "I don't agree with everything that's written and I want to think about." I responded (b) (6), (b) (7)(C) may certainly may more time to make comments.

So, for now, I attach the form with the case name corrected.

If (b) (6), (b) (7)(C) provides me any comments, I will forward them to you.

Thank you.

(b) (6), (b) (7)(C)

Fidelity National Law Group
[1515 Market Street – Suite 1410](#)
[Philadelphia, Pennsylvania 19102](#)
Office: [267-608-1725](#)
Direct: (b) (6), (b) (7)(C)
Fax: [215-241-8794](#)
E-mail: (b) (6), (b) (7)(C)@fnf.com

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[Clear Form](#)[Print Form](#)

NOTICE OF PERFORMANCE COUNSELING

Employee's Name (Please Print): (b) (6), (b) (7)(C) Date: (b) (6), (b) (7)(C)

Department: In-House Litigation, Philadelphia

Statement of the problem: (i.e. violation of company policy, or unsatisfactory performance, etc.)

(b) (6) (b) (6) (b) (6) (b) (6) (b) (6) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

Prior discussion or warnings on this subject: (oral, written, dates, etc.)

Mid-year review as well as multiple individual discussions on a case-by-case basis throughout the year.

Summary of corrective action to be taken: (Include dates for improvement and plans for follow-up)

Immediate improvement as to all aspects of position.

Consequences of failure to improve performance or correct behavior:

Disciplinary action up to and including termination of employment.

Employee's comments (attached additional sheet if needed):

I understand that failure to show immediate and sustained improvement in areas outlined above, and/or other violations of Company policy, may result in further disciplinary action up to and including demotion, and/or termination.

Employee's Signature

Date

Manager's Signature

Date

Copy to: Employee
Personnel File
Unemployment Insurance TPA

6:15



(b) (6), (b) (7)(C) >

Fri, (b) (6), (b) (7)(C) 8:36 AM

Good morning: I overslept but am on my way into work now.

Ok thank you for letting me know. Want me to let (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) know?

Yes.

Tue, (b) (6), (b) (7)(C) 10:08 AM

Good morning: I'm still here meeting with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). I will keep you posted.

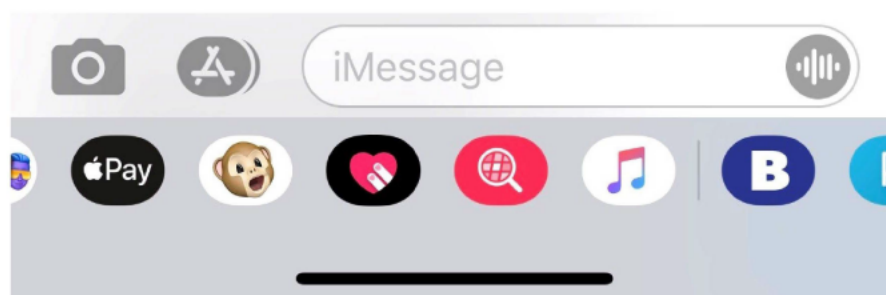
Thanks (b) (6), (b) (7)(C)

Hope it's going well

Wed, (b) (6), (b) (7)(C) 9:03 AM

I'm on my way in I overslept. Please let (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) know. Thanks.

Tue, (b) (6), (b) (7)(C) 7:01 AM



6:16



(b) (6), (b) (7)(C) >

Tue, (b) (6), (b) (7)(C) 7:01 AM

I will be a little late today. It's the first day of school.

Ok

Wed, (b) (6), (b) (7)(C) 7:24 PM

(b) (6), (b) (7)(C) a reminder to do a manger override for those 2 hours so you get paid

Okay

Mon, (b) (6), (b) (7)(C) 7:38 AM

I have a test this morning and will be in right after.

Ok

Yesterday 5:31 PM

Did you get the email.

Yes. Thank you

You saved into LE?



iMessage



(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Friday, (b) (6), (b) (7)(C) 2019 1:11 PM
To: (b) (6), (b) (7)(C)
Subject: (b) (6), (b) (7)(C) file FW: (b) (6), (b) (7)(C)
Attachments: 2019.07.01 Docket Entries in (b) (6), (b) (7)(C).pdf

(b) (6), (b) (7)(C)

Fidelity National Law Group
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From: (b) (6), (b) (7)(C)
Sent: Monday, July 1, 2019 4:09 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: FW: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) :

Here is the docket entry for this matter. Right now I do not have the ability to open/retrieve the document from the website. I will try again later on.

(b) (6), (b) (7)(C)

Fidelity National Law Group, Philadelphia
1515 Market Street, Suite 1410
Philadelphia, PA 19102
Direct Dial: (b) (6), (b) (7)(C)
Facsimile:
Email: (b) (6), (b) (7)(C)@fnf.com

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From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Monday, July 1, 2019 2:54 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: FW: (b) (6), (b) (7)(C)

Please go on the docket and find out what happened on June 11 in this case.
Thanks!

(b) (6), (b) (7)(C)
[REDACTED]

Fidelity National Law Group, Philadelphia
The Law Division of Alamo Title Insurance Co, Chicago Title Insurance Co., Commonwealth Land Title Insurance Company
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From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Wednesday, June 12, 2019 2:49 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) :

Please see attached which just arrived in the mail today.

(b) (6), (b) (7)(C)

Fidelity National Law Group, Philadelphia
1515 Market Street, Suite 1410
Philadelphia, PA 19102
Direct Dial: (b) (6), (b) (7)(C)
Facsimile:
Email: (b) (6), (b) (7)(C) @fnf.com

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Friday, May 31, 2019 11:30 AM
To: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C)

I omitted that I spoke with (b) (6), (b) (7), too, who was also in agreement with changing (b) (6), (b) (7)(C) hours.

I also omitted that (b) (6), (b) (7) was in agreement with the 12:30 to 1 lunch break because (b) (6), (b) (7) usually on break at that time. Likewise, (b) (6), (b) (7) agreed with that timeframe, as (b) (6), (b) (7) got to (b) (6), (b) (7) work out from about 11:45 to 1:30

(b) (6), (b) (7)(C)
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From: (b) (6), (b) (7)(C)
Sent: Friday, May 31, 2019 11:51 AM
To: (b) (6), (b) (7)(C)@fnf.com>
Subject: (b) (6), (b) (7)(C)

Good morning (b) (6), (b) (7)!

I spoke with (b) (6), (b) (7)(C) and (b) (6), (b) (7) was receptive to making (b) (6), (b) (7) hour of arrival earlier, since (b) (6), (b) (7) arrives around 8 am (and sometimes earlier).

Going forward, (b) (6), (b) (7)(C) work hours will be 8:30 am to 5:00 pm. (b) (6), (b) (7)(C) emphasized (b) (6), (b) (7) did not want a 1 hour lunch, so (b) (6), (b) (7) could leave a half hour earlier.

(b) (6), (b) (7)(C) was also receptive to making (b) (6), (b) (7) lunch hour static – 12:30 pm to 1 pm.

I advised (b) (6), (b) (7)(C) that this was 100% my idea and that (b) (6), (b) (7) said absolutely nothing to me about it and that (b) (6), (b) (7) has only been complimentary of (b) (6), (b) (7)(C) (which is a stretch, but I didn't want (b) (6), (b) (7)(C) to worry). I advised (b) (6), (b) (7) of all the above,

including that I assured (b) (6), (b) (7)(C) had nothing to do with our talk and that (b) (6) has been nothing but complimentary, and (b) (6) thanked me for that and was in agreement with changing (b) (6), (b) (7)(C) hours as outlined above.

Thank you!

(b) (6), (b) (7)(C)

Fidelity National Law Group
[1515 Market Street – Suite 1410](#)
[Philadelphia, Pennsylvania 19102](#)
Office: [267-608-1725](#)
Direct: (b) (6), (b) (7)(C)
Fax: [215-241-8794](#)
E-mail: (b) (6), (b) (7)(C)@fnf.com

The Law Division of Alamo Title Ins. Co., Chicago Title Ins. Co., Commonwealth Land Title Ins. Co., and Fidelity National Title Ins. Co.

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(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Thursday, October 3, 2019 5:10 PM
To: (b) (6), (b) (7)(C)
Subject: FW: 2019 Raise

(b) (6), (b) (7)(C)

Fidelity National Law Group
[1515 Market Street – Suite 1410](#)
[Philadelphia, Pennsylvania 19102](#)
Office: [267-608-1725](#)
Direct: (b) (6), (b) (7)(C)
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From: (b) (6), (b) (7)(C)
Sent: Friday, June 21, 2019 5:45 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: 2019 Raise

Good afternoon (b) (6), (b) (7)(C),

I am pleased to share news of your raise. The company has approved an increase to your compensation. We will schedule your review before your first paycheck in July, (which is when the increase will go into effect) to discuss in more detail.

Congratulations! We appreciate your work.

Have a nice weekend!

(b) (6), (b) (7)(C)

Fidelity National Law Group

[1515 Market Street – Suite 1410](#)
[Philadelphia, Pennsylvania 19102](#)
Office: [267-608-1725](#)
Direct: (b) (6), (b) (7)(C)
Fax: [215-241-8794](#)
E-mail: (b) (6), (b) (7)(C) [@fnf.com](#)

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Termination: Review**Effective Date** (b) (6), (b) (7)(C) -2019

Employee Name (b) (6), (b) (7)(C)

Organization Email Address (b) (6), (b) (7)(C)@fnf.com

Employee Number (b) (6), (b) (7)(C)

Department **RSS LITIGATION -
PHILADELPHIA**

Manager (b) (6), (b) (7)(C)

Job (b) (6), (b) (7)(C)

Review your changes and, if needed, attach supporting documents.

☐ Indicates Changed Items.**Termination Details**

Termination Date (b) (6), (b) (7)(C) -2019

Notification Date (b) (6), (b) (7)(C) -2019

Reason **INV Improper conduct**Rehire **No**

Void Live Check

Reverse Direct Deposit

Mail Check to (b) (6), (b) (7)(C)

Pay Element 1 **Regular**Pay Element 1 Hours or Amt **40**Pay Element 2 **Vacation P/O**

Pay Element 2 Hours or Amount (b) (6), (b) (7)(C)

Pay Element 3 **Premium OT**

Pay Element 3 Hours or Amount (b) (6), (b) (7)(C)

Pay Element 4

Pay Element 4 Hours or Amount

Pay Element 5

Pay Element 5 Hours or Amount

Pay Element 6

Pay Element 6 Hours or Amount

Pay Element 7

Pay Element 7 Hours or Amount

Pay Element 8

Pay Element 8 Hours or Amount

Comments

Additional Information**Attachments**

To help approvers understand the request, you can attach supporting documents, images, or links to this action.

None **Add****Approvers**

Details	Line No	Approver	Approver Type	Order No	Category	Status	Delete
Show	1	(b) (6), (b) (7)(C)	HR People	1	Approver		
Show	2	PAYROLLSUPPORTMAILBOX	FND Users	2	Approver		

Add Adhoc Approver



EMPLOYEE SEPARATION CHECKLIST

Employee Name: (b) (6), (b) (7)(C)	Clock Number or Social Security Number: (b) (6), (b) (7)(C)
Date of Separation: (b) (6), (b) (7) 19	Last Actual Day Worked: (b) (6), (b) (7) 19
Type of Separation: <input type="checkbox"/> Voluntary <input checked="" type="checkbox"/> Involuntary Reason: Performance & Veracity	
Regular Wages Paid Through What Date: (b) (6), (b) (7) 19 Additional Pay Amount: \$	
Additional Pay Explanation (include all hours to be paid to hourly employees) Vacation P.O.: (b) (6), (b) (7)	
Manager's Checklist	
<input type="checkbox"/> If voluntary, signed resignation letter and/or Voluntary Resignation Acceptance Form completed	
<input checked="" type="checkbox"/> If involuntary, "Company Initiated Termination Form" signed and completed.	
<input checked="" type="checkbox"/> "FNF Termination Form" completed, verified forwarding address, and sent to Corporate Payroll	
<input checked="" type="checkbox"/> "Termination of Benefits Summary" provided	
<input type="checkbox"/> Notify Corporate Travel Department to cancel American Express Travel Account (if applicable)	
<input checked="" type="checkbox"/> Signed copy of "Return of Confidential /Intellectual Property Information" Form	
<input type="checkbox"/> Discontinued employee's system access (i.e., voice mail, e-mail and/or delete security access by end of the work day)	
<input type="checkbox"/> Notify FNFCorpsshipping@FNF.com and phoneorders@fnf.com that the employee has been separated from the company to ensure access is turned off	
<input type="checkbox"/> Provide Guide to Unemployment Insurance Benefits (California Only)	
<input type="checkbox"/> Change of Employment Status" letter and EDD pamphlet (California Only)	
<input type="checkbox"/> Arrangements made for repayment for any outstanding cash advances, employee loans, hiring/ relocation bonuses, memberships (personal and professional), etc.	
The following items have been collected from the employee:	
<input checked="" type="checkbox"/> Final Timesheet	<input type="checkbox"/> Phone Card
<input type="checkbox"/> Company ID Badge	<input type="checkbox"/> Remote Access Card <input type="checkbox"/> Parking Pass
<input checked="" type="checkbox"/> Office Keys / FOB	<input type="checkbox"/> Company Hardware/Software <input type="checkbox"/> Laptop, fax, printer**
<input type="checkbox"/> Cell phone / tablet	<input type="checkbox"/> Collect and cancel Amex Card with Corporate HR*
<input type="checkbox"/> Company Documents/Information	<input type="checkbox"/> Other Company Property
*To cancel Corporate AMEX Cards please contact fnfamexadmin@fnf.com	

To Be Completed By Separating Employee:

By my signature below, I acknowledge that the above information has been discussed with me, and that I have returned any and all company property assigned to me.

Dated: _____

Employee's Signature

Date: (b) (6), (b) (7)(C) 19 _____

(b) (6), (b) (7)(C) _____
Manager (Please Print)

Manager's Signature

Copy to: Employee Personnel File

Revised: 06/22/2018



COMPANY INITIATED TERMINATION

Employee's Name: (b) (6), (b) (7)(C) _____

Date of Termination: (b) (6), (b) (7) 2019 Last Day Worked: (b) (6), (b) (7) 2019

Organization/Location: RSS LITIGATION - PHILADELPHIA _____

You are being terminated for the following reason(s):

Performance & Veracity

Dated: (b) (6), (b) (7)(C) 19

(b) (6), (b) (7)(C) _____
Manager (Please Print)

(b) (6), (b) (7)(C) _____
Manager's Signature

Dated: (b) (6), (b) (7)(C) 19

(b) (6), (b) (7)(C) _____
Employee's Name (Please Print)

(b) (6), (b) (7)(C) _____
Signature

Copy to: Employee
Personnel File
Unemployment Insurance TPA



Termination Process: Return of Confidential / Intellectual Property Information

To: (b) (6), (b) (7)(C)
From: Management
Copy To: Human Resources/Personnel File

Per the Company's "Confidential Information" policy, during the course of employment, employees may have access to and/or acquire information the Company considers confidential. This includes both Company and Personal Information, defined as:

"Company Information" is materials or information in any format that is (a) proprietary or business sensitive to FNF; (b) a trade secret of FNF or under any agreement to which FNF is a party; or (c) information that is subject to special protections under any law or regulation.

"Personal Information" is any data or information in any format that can reasonably be related to an identifiable person. Personal Information may also be referred to as "personal data," "personally identifiable information," "PII," "Non-public personal information," or NPI.

Employees are required to return any and all materials that are proprietary and or confidential in nature related to employment at FNF. Materials that must be returned include but are not limited to:

- Information created, produced, acquired or received in relation to work performed by or on behalf of FNF in whatsoever format including:
 - Physical paper
 - Electronic data
 - USB drives
 - Removable media such as tape backup, DVD, CD-ROM, Floppy Disk, Hard Drives, etc.
 - Wireless Internet Connections (WiFi)
 - Fax copies
 - Email messages

I have read the above and confirm that I have returned any and all materials in whatsoever form they exist that would be considered Intellectual Property, or Confidential/Restricted Information of FNF (subsidiaries or affiliates).

refused to sign

Name

Date

Witnessed by:

Date

FNF Timekeeper Timecard Detail Report

Timekeeper Group	Employee Name	Employee Number	Supervisor	Person Type	Pay Basis	Payroll	Organization	Day	Date	Hours Type	Start Time	Stop Time	Hours	Daily Total
IHL	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Employee	Hourly	FNF Bi-Weekly	RSS LITIGATION - PHILADELPHIA	MON	10/15/2019	Regular Hours	8:39:00 AM	12:42:00 PM	4.05	
								MON	10/15/2019	Regular Hours	1:09:00 PM	6:01:00 PM	4.867	8.917
								TUE	10/16/2019	Regular Hours	8:52:00 AM	1:22:00 PM	4.5	
								TUE	10/16/2019	Regular Hours	1:55:00 PM	5:17:00 PM	3.367	7.867
								WED	10/17/2019	Regular Hours	8:38:00 AM	1:18:00 PM	4.667	
								WED	10/17/2019	Regular Hours	1:57:00 PM	5:25:00 PM	3.467	8.134
								THU	10/18/2019	Regular Hours	8:45:00 AM	5:21:00 PM	8.6	8.6
								FRI	10/19/2019	Regular Hours			8	8
								SAT	10/20/2019				0	0
								SUN	10/21/2019				0	0
													Weekly Total:	41.518
								MON	10/22/2019				0	0
								TUE	10/23/2019				0	0
								WED	10/24/2019				0	0
								THU	10/25/2019				0	0
								FRI	10/26/2019				0	0
								SAT	10/27/2019				0	0
								SUN	10/28/2019				0	0
													Weekly Total:	0
													Period Total:	41.518



Fidelity National Title Group

2533 North 117th Avenue
Omaha, NE 68164-3679
(402) 498-7000 | (888) 453-4095

(b) (6), (b) (7)(C) 2019

(b) (6), (b) (7)(C)

RE: Vacation Payout upon Termination of Employment

Dear (b) (6), (b) (7)(C):

Please find the enclosed FNF policy in regards to vacation payout upon termination of employment. As discussed, to date you have taken (b) (6) hours of vacation. You had 80 hours in your vacation bank to be earned through 12/31/19. As of (b) (6), (b) (7)(C)/19, (b) (6), (b) (7)(C) hours were earned. This is calculated by the accrual of 3.077 vacation hours over the span of 22 pay periods. After deducting the (b) (6) hours of vacation taken, from the (b) (6), (b) (7)(C) hours of vacation earned, (b) (6), (b) (7) vacation hours are owed to you and reflected in the enclosed final paycheck.

Please feel free to contact me with any additional questions you may have. My direct line is (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Omaha Claims Center
In-House Litigation

ADDITIONAL EMPLOYEE BENEFITS

A. VACATION POLICY

The Company provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. The Company believes that this time is valuable for employees in order to enhance their productivity and physical well-being.

Accrual

Regular full-time employees are eligible to accrue vacation time pro-rata over the course of the year based on years of active service according to the schedule below.

<u>Years of Continuous Service</u>	<u>Maximum Annual Vacation Accrual</u>
Less than 1-4 years of service	2 vacation weeks
5-14 years of service	3 vacation weeks
15 plus years of service	4 vacation weeks

However, certain classifications of employees may have different arrangements based on their work status. For example, employees who work less than a 40-hour work week, but at least 30 hours will accrue a pro-rata amount of vacation that is based on the average number of hours generally worked each week. Employees who work less than 30 hours per week (e.g., part-time employees) and temporary employees are not eligible for vacation pay.

New full-time employees will not accrue vacation for the first 90-days of employment. The accrual will begin on the 91st day following completion of the 90 day introductory period. However, this may or may not be indicated on the next pay stub depending on when in the pay period that 91st day falls.

State Variations

Some states have additional rules and requirements relating to vacation time. Therefore employees should refer to the State Addendum following the general handbook for additional vacation information regarding the state in which they work, if applicable. Otherwise, the general policy described above applies.

Vacation Accrual during a Leave of Absence (LOA)

Vacation time is not accrued during an unpaid leave of absence, unless federal or state law requires otherwise. Vacation accruals will recommence and reflect adjustments made during unpaid leave, when the employee returns to work.

Vacation Increments

Accrued vacation must be taken by eligible employees in increments of at least four (4) hours. It is the employee's responsibility to report to work at the end of the approved vacation time. Any employee who fails to report to work on the day after the vacation time granted expires (or contact their immediate supervisor within 24 hours for extenuating circumstances) generally will be considered to have voluntarily terminated employment.

Vacation Approval/Scheduling

Employees must provide their immediate supervisor with advance notice of when he/she desires to take vacation. All vacations must be approved in advance by the employee's immediate supervisor and reported to the local Human Resources Representative. Scheduling of vacations is to be done in a manner consistent

with the Company's operational requirements. Management will try, whenever possible, to accommodate employee requests. However, operational needs of the Company may require the employee to select alternate dates. In the event that two or more employees have requested vacation time covering the same period, but for operational reasons both cannot be absent at the same time, preference typically will be given to the employee with more seniority. The Company reserves the right to mandate the use of vacation time in certain instances, to the extent permitted by applicable law.

Holidays Occurring during Vacation

If an observed Company holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday. An employee may add to his or her vacation period by adding to or using the holiday observed in place of accrued vacation time.

Carryover

Unless otherwise mandated by applicable state law, all vacation balances must be taken by the end of each calendar year or the employee will lose it (i.e., no vacation balances will carry over into the next year). See State Addendum.

Pay

Vacations are paid at the employee's base rate of pay at the time of absence for the number of hours the employee otherwise would have worked that day. Paid vacation will not be considered hours worked for purposes of calculating overtime.

Vacation Pay on Termination

On termination of employment, the employee will be paid all prorated or accrued (depending on the state) but unused vacation hours at the employee's base rate of pay at the time of his or her termination, unless their work status calls for a different payout arrangement.

Definition of "base rate of pay"

Under no circumstances, however, does "base rate" include any overtime, commission, bonus or other compensation in any form above an employee's base hourly rate for non-exempt employees, or the effective base hourly rate of exempt employees, unless otherwise required by applicable law. To calculate the base hourly rate for an exempt employee, take the number of hours in the work week, times 52, then divide by the base annual salary. Example: for an exempt employee whose base annual salary is \$24,000 and works 32 hours per week, the calculation would be \$24,000 divided by 1664 (32 hrs/wk x 52 wks/yr) = \$14.42 base hourly rate.

If the employee leaves the Company and has taken more vacation than he/she has accrued, the Company will recover any vacation pay owed from the employee's final pay, unless state law requires otherwise.

Credit for Service Upon Rehire

If an employee is rehired within ninety (90) days, the employee is entitled to accrue vacation at the same rate as when he/she left. Otherwise, the Company, at its sole discretion, may credit re-hired employees for prior years served with respect to the rate at which vacation is accrued.



Shipment Receipt

Address Information

Ship to:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Ship from:

(b) (6), (b) (7)(C)

Fidelity National
 Fidelity National Title
 2533 N 117th Ave
 Omaha, NE
 68164
 US
 4024987036

Shipment Information:

Tracking no.: 776719385373

Ship date: (b) (6), (b) (7)(C)/2019

Estimated shipping charges: 5.85 USD

Package Information

Service type: Standard Overnight

Package type: FedEx Envelope

Number of packages: 1

Total weight: 0.50 LBS

Declared Value: 0.00 USD

Special Services:

Pickup/Drop-off: Drop off package at FedEx location

Billing Information:

Bill transportation to: FNTG-Omaha-010

Your reference: (b) (6), (b) (7)(C)

P.O. no.:

Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at [fedex.com](https://www.fedex.com).

Please Note

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

(b) (6), (b) (7)(C)

From: TrackingUpdates@fedex.com
Sent: Wednesday, October 16, 2019 12:30 PM
To: (b) (6), (b) (7)(C)
Subject: FedEx Shipment 776719385373 Delivered

IMPORTANT NOTICE - This message sourced from an external mail server outside of the Company.

This tracking update has been requested by:

Company Name: Fidelity National
Name: (b) (6), (b) (7)(C)
E-mail: (b) (6), (b) (7)(C)@fnf.com

Our records indicate that the following shipment has been delivered:

Reference: (b) (6), (b) (7)(C)
Ship date: Oct 15, 2019
Signed for by: Signature not required
Delivery location: PHILADELPHIA, PA
Delivered to: Residence
Delivery date: Wed, 10/16/2019 1:23 pm
Service type: FedEx Standard Overnight®
Packaging type: FedEx® Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Deliver Weekday
Residential Delivery
Standard transit: 10/16/2019 by 8:00 pm
Tracking number: 776719385373

Shipper Information

(b) (6), (b) (7)(C)
Fidelity National
2533 N 117th Ave
Fidelity National Title
Omaha
NE
US
68164

Recipient Information

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
(b) (6)

US

(b) (6), (b) (7)(C)

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 12:30 PM CDT on 10/16/2019.

All weights are estimated.

The shipment is scheduled for delivery on or before the scheduled delivery displayed above. FedEx does not determine money-back guarantee or delay claim requests based on the scheduled delivery. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx customer support representative.

To track the status of this shipment online, please use the following:

<https://nam04.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.fedex.com%2Fapps%2Ffedextrack%2F%3Faction%3Dtrack%26tracknumbers%3D776719385373%26language%3Den%26opco%3DFX%26clientype%3Diother&data=02%7C01%7C%7C797dfabdaad3418422fc08d7525e83e7%7C8a807b9b02da47f3a903791a42a2285c%7C0%7C0%7C637068438202095470&sdata=Nar8jTgACAN1ylGssuYQ%2F9Ohh4HuFvwL56cMZcWXd%2FE%3D&reserved=0>

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.

From: (b) (6), (b) (7)(C)
To: [Bernini-Martin, Donna M.](#)
Subject: Fwd: Holiday Lunch
Date: Tuesday, January 28, 2020 3:05:53 PM

(b) (6), (b) (7)(C)

Begin forwarded message:

From: (b) (6), (b) (7)(C) @fnf.com>
Date: December 12, 2018 at 2:08:31 PM EST
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: Holiday Lunch

(b) (6), (b) (7)(C),

The sheriff's sale is on the calendar and has been since September. In addition, you spoke with (b) (6), (b) (7)(C) about it before I got here today. Immediately on my arrival this morning, you asked me if I am available for lunch this Friday. I told you I am sick as a dog and could not immediately recall but would check my calendar. I then advised you of the sale right away, and we discussed the possibility of an adjournment and the fact that I might need to file an emergency motion to postpone. Nevertheless, you sent a calendar invite to the entire office an hour later knowing I probably would not be able to attend, so I responded to your invite to let you and my colleagues know I might not make our only office holiday celebration.

As you know, you gave me 7 new cases in the past month (10 since you started), almost all of which had emergent deadlines. I was extremely busy the past few weeks prepping for the (b) (6), (b) (7)(C) trial last Wednesday; the case is not resolved and is listed for trial in March. I have a ton of work to do, which is the only reason I am in the office today at all given how crappy I feel. But I haven't been able to do work for more than a few minutes at a time because you have come into my office and emailed over a dozen times today about the date of the lunch, the location of the lunch, alternative dates for the lunch, the possibility of a hearing, the sale, the wording of the calendar entries, my IP address, your calendar view, my emails to you, our office bios.

That all said, you asked me to meet at 2 to discuss my cases. I really don't feel well and don't have the strength or voice to do that today. I also don't know how much longer I'll be in the office. Perhaps you can ask (b) (6), (b) (7)(C) if you can review their cases today, and then we can pick a day/time when I feel better and can talk. Thanks.

(b) (6), (b) (7)(C)

Fidelity National Law Group, Philadelphia

The Law Division of Alamo Title Insurance Co, Chicago Title Insurance Co., Commonwealth Land Title Insurance Company and Fidelity National Title Insurance Co.

Global Disclaimer:

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From: (b) (6), (b) (7)(C) @fnf.com>

Sent: Wednesday, December 12, 2018 12:22 PM

To: (b) (6), (b) (7)(C) @fnf.com>

Subject: RE: Holiday Lunch

Hello (b) (6), (b) (7)(C),

No, I did not know that, because you did not tell me when I asked you. In coming into your office, I understand you wish to adjourn the sale for other reasons, which we can discuss further. As you know, I've moved the lunch to 12/21 after making sure everyone is available.

From: (b) (6), (b) (7)(C) @fnf.com>

Sent: Wednesday, December 12, 2018 11:57 AM

To: (b) (6), (b) (7)(C) @fnf.com>; (b) (6), (b) (7)(C) @fnf.com>;

(b) (6), (b) (7)(C) @fnf.com>; (b) (6), (b) (7)(C) @fnf.com>; (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @fnf.com>

Subject: RE: Holiday Lunch

(b) (6), (b) (7)(C),

As you know, I am scheduled to attend a hearing and sheriff's sale in Bucks County this Friday at 9 and 11 am respectively. If opposing counsel consents to adjourn the sale, I will be able to attend the holiday luncheon. Otherwise, I will not be back to the office in time.

I will keep you posted.

(b) (6), (b) (7)(C)

Fidelity National Law Group, Philadelphia

The Law Division of Alamo Title Insurance Co, Chicago Title Insurance Co., Commonwealth Land Title Insurance Company and Fidelity National Title Insurance Co.

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-----Original Appointment-----

From: (b) (6), (b) (7)(C) @fnf.com>

Sent: Wednesday, December 12, 2018 10:41 AM

To: (b) (6), (b) (7)(C)

Subject: Holiday Lunch

When: Friday, December 14, 2018 12:30 PM-3:00 PM (UTC-05:00) Eastern Time (US & Canada).

Where: Fogo De Chao, 1337 Chestnut St, Phila PA 19107

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NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

(b) (6), (b) (7)(C)

and
Fidelity National Financial, Inc.

CASE 04-CA-252990

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Fidelity National Financial, Inc.

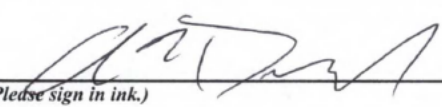
IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Andrew M. MacDonald, Esquire
MAILING ADDRESS: Fox Rothschild, LLP, 2000 Market Street, 20th Floor, Philadelphia, PA 19103-3222
E-MAIL ADDRESS: AMacdonald@foxrothschild.com
OFFICE TELEPHONE NUMBER: 215-299-7174
CELL PHONE NUMBER: (978) 987-7180 FAX: 215-299-2150
SIGNATURE: 
(Please sign in ink.)
DATE: January 29, 2020

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.



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January 29, 2020

VIA E-FILING AND EMAIL

Donna M. Bernini, Board Agent
National Labor Relations Board
Region 4
100 Penn Square East, Suite 403
Philadelphia, PA 19107
Donna.bernini-martin@nrlb.gov

Re: Fidelity National Financial, Inc.
04-CA-252990

Dear Donna:

As you know, this firm represents the Respondent in the above-referenced matter. The Respondent is improperly named in the Charge. Fidelity National Management Services, LLC was Charging Party's employer. This position statement is, therefore, submitted on behalf of Fidelity National Management Services, LLC ("FNMS"). Please accept this letter as the Respondent's statement of position in response to the charge.¹

While it should be clear from this submission that Charging Party's charge has no merit and should be dismissed, if you require additional information to complete your investigation, please do not hesitate to contact me.

¹ The investigation into Charging Party's allegations is ongoing, and the Respondent reserves the right to supplement or modify this submission.

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I. Background

Fidelity National Title Group, Inc. (“FNTG”) is engaged in the business of providing title insurance, underwriting, escrow, and closing services for residential and commercial real estate transactions. As part of its business, FNTG utilizes employees employed by Fidelity National Management Services, LLC to perform services, including legal work. Charging Party performed legal services as part of the Fidelity National Law Group. (“FNLG”).²

Charging Party (b) (6), (b) (7)(C) (“Charging Party”) was employed as (b) (6), (b) (7)(C) in FNLG’s Philadelphia office from (b) (6), (b) (7)(C) until (b) (6), (b) (7)(C) termination on (b) (6), (b) (7)(C) 2019. As (b) (6), (b) (7)(C) for FNLG, (b) (6), (b) (7)(C). Charging Party oversaw at least one (b) (6), (b) (7)(C), during (b) (6), (b) (7)(C) employment for FNLG.

Charging Party assigned work to (b) (6), (b) (7)(C) and directed (b) (6), (b) (7)(C) work on a daily basis. (b) (6), (b) (7)(C) performed (b) (6), (b) (7)(C) duties at the direction of Charging Party and one other attorney. The matters assigned by Charging Party to (b) (6), (b) (7)(C) included maintaining Charging Party’s calendar, reviewing Charging Party’s case files, monitoring Charging Party’s deadlines, and corresponding on behalf of Charging Party to other FNLG attorneys and staff, court personnel, opposing counsel or unrepresented parties and witnesses. As (b) (6), (b) (7)(C), Charging Party remained responsible for (b) (6), (b) (7)(C) work. In addition to (b) (6), (b) (7)(C), Charging Party assigned and delegated work to other staff, prior law clerks, and junior attorneys.

In early 2019 (February or March) Charging Party spoke with (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) bonus for the year of 2019. In addition, Charging Party spoke with (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) salary, seeking a raise, in mid-2019 (b) (6), (b) (7)(C). Both conversations occurred only between Charging Party and (b) (6), (b) (7)(C), without any other employees present. During both conversations, Charging Party only addressed (b) (6), (b) (7)(C) own compensation, not the compensation (salary or bonus) of other employees and was encouraged to speak with upper management about any such concerns.

Charging Party’s performance continued to deteriorate in 2019. Of note, Charging Party’s performance in two cases was extremely deficient. In one case, Charging Party missed a deadline for filing a summary judgment motion, which resulted in the court entering an adverse order, revoking the client’s fee simple ownership of real property. This error was a direct result

² For the sake of clarity, we will refer to the employer in this position statement as FNLG. While Charging Party was employed by FNMS, we seek the dismissal of the charge in its entirety against any entity associated in any way with Fidelity National Financial, Inc., Fidelity National Title Group, Inc., or Fidelity National Management Services, LLC.

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of Charging Party failing to properly enter the due date in the office calendar per company procedure. In another case, Charging Party made a similar error, but in this instance (b) (6), (b) (7)(C) failed to file an answer timely despite repeated requests by the client that (b) (6), (b) (7)(C) meet the upcoming answer deadline. With respect to the late answer, the matter was only revealed to FNLG after claims counsel raised the matter with (b) (6), (b) (7)(C) after Charging Party failed to respond to questions about the answer and failed to timely file the answer.

(b) (6), (b) (7)(C) was closely associated with Charging Party's poor performance and engaged in (b) (6), (b) (7)(C) own misconduct. For example, in connection with the missed deadline for the summary judgment motion, (b) (6), (b) (7)(C) lied to (b) (6), (b) (7)(C) about securing an extension of the deadline to file that motion, about which (b) (6), (b) (7)(C) confronted (b) (6), (b) (7)(C). Subsequently, (b) (6), (b) (7)(C) raised (b) (6), (b) (7)(C) voice at (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) inquired about a cover letter to the Judge enclosing the motion that was filed for reconsideration of the summary judgment order that was entered to the detriment of an FNLG client.

In addition, (b) (6), (b) (7)(C) witnessed Charging Party and (b) (6), (b) (7)(C) lie to a court reporter who had arrived late to a deposition. Charging Party had scheduled a deposition to take place on or around September 20, 2019 with an unrepresented witness. When the witness was late to arrive, Charging Party contacted (b) (6), (b) (7)(C) to move the deposition date. Neither Charging Party nor (b) (6), (b) (7)(C) ever bothered to call the court reporter and, instead, waited for the court reporter to arrive at the office, at which time the Charging Party informed the court reporter that the deponent had already left the building due to the court reporter's tardiness and thus the deposition was cancelled due to (b) (6), (b) (7)(C) tardiness. (b) (6), (b) (7)(C) overheard Charging Party and (b) (6), (b) (7)(C) describe this untruthful version of events to the court reporter and confronted Charging Party and (b) (6), (b) (7)(C).

Charging Party and (b) (6), (b) (7)(C) admitted to (b) (6), (b) (7)(C) that they each lied to the court reporter, but did not seem remorseful or even phased. In fact, Charging Party and (b) (6), (b) (7)(C) noted that because the court reporter had been told that the deponent left on account of (b) (6), (b) (7)(C) delay, then FNLG would not be charged a cancellation fee. (b) (6), (b) (7)(C) informed Charging Party and (b) (6), (b) (7)(C) that lying is unacceptable, whether or not it is in attempting to avoid a cancellation fee for a court reporter, and that the court reported may have to face consequences for such cancellation from (b) (6), (b) (7)(C) employer.

(b) (6), (b) (7)(C), after consulting with (b) (6), (b) (7)(C), decided to terminate Charging Party and (b) (6), (b) (7)(C) due to their poor performance and veracity issues, including their roles in the motion, answer and deposition incidents. On (b) (6), (b) (7)(C) 2019, Charging Party and (b) (6), (b) (7)(C) were provided notices of their termination.

On December 9, 2019, Charging Party filed (b) (6), (b) (7)(C) ULP charge. Charging Party did not serve a copy of the charge on FNLG, FNMS, or Fidelity National Financial, Inc. ("FNF"). The Board's

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docket indicates that the charge was mailed to FNF, but that letter was not received. A copy of the charge was not received by anyone associated with FNLG, FMNS, or FNF until January 23, 2019, when attorney Kelly Feese, requested a copy of the charge by email after receiving your letter dated January 15, 2020 seeking information in response to the charge.

In the Charge, Charging Party alleges that (b) (6), (b) (7)(C) engaged in discussions about wages and working conditions and that (b) (6), (b) (7)(C) protested wages and working conditions. FNLG has no knowledge of any such activity other than the discussions between (b) (6), (b) (7)(C) and Charging Party regarding (b) (6), (b) (7)(C) own compensation.

III. Argument

A. Charging Party is not protected by the Act because (b) (6), (b) (7)(C) was a supervisor.

Supervisors are excluded from the coverage of the Act. *Allstate Ins. Co.*, 332 NLRB 759 (2000). Section 2(11) of the Act sets forth the statutory definition of “supervisor,” stating “[t]he term ‘supervisor’ means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.”

An employee is considered a supervisor if she displays “independent judgment” when performing at least one of the Section 2(11) tasks, and performs that work for a “regular and substantial” portion of her duties. *Oakwood Hospital*, 348 NLRB 686 (2006) (citing *NLRB v. Kentucky River Community Care*, 532 U.S. 706 (2001)). In terms of “assigning” work, the Board requires the supervisor to assign “significant overall tasks” to employees. *Id.* With regard to “responsibly directing” employees, the supervisor must be in a position to be held responsible for the work of employees that they oversee. *Id.* The Board may examine “secondary indicia” in “borderline cases,” including “the individual's job title or designation as a supervisor, attendance at supervisory meetings, job responsibility, ... [and] whether the individual possesses a status separate and apart from that of rank-and-file employees. *Baby Watson Cheesecake, Inc.*, 320 NLRB 779, 784 (1996).

An ALJ has found that an attorney was a supervisor based on her assignment of work to and responsible direction of assistants and other staff. *The Martin Law Grp., LLC*, 197 L.R.R.M. (BNA) ¶ 1920 (N.L.R.B. Div. of Judges May 6, 2013). On this issue, the ALJ found that the attorney’s assistant:

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handled client's funds, kept track of deadlines to avoid the statute of limitations, reviewed case files for completeness and communicated with clients on [charging party]'s behalf regarding case matters. These tasks, delegated from an attorney to support staff are not routine or merely clerical because failure to perform such tasks properly can have severe consequences for the attorney and the client. Accordingly, I find that the Respondent has satisfied its burden of proving that [charging party] had the authority to responsibly direct employees of the Respondent and that she used independent judgment in exercising this authority in the Respondent's interest.

Id. Based on these findings, the ALJ determined that the attorney's termination, which came after a discussion of wages contrary to an employer's unlawful policy, did not violate the Act because she was a supervisor. *Id.*

Here, Charging Party was a supervisor without protection of the Act. In (b) (6), (b) (7)(C) capacity as (b) (6), (b) (7)(C) in the Philadelphia office of FNLG, Charging Party assigned work to and responsibly directed (b) (6), (b) (7)(C) on a daily basis. Just like the legal assistant in *Martin Law Group*, (b) (6), (b) (7)(C) performed tasks on behalf of Charging Party, including but not limited to reviewing files, tracking deadlines, and dealing with court clerks and opposing counsel. As work assigned by Charging Party, (b) (6), (b) (7)(C), to (b) (6), (b) (7)(C) Charging Party retained the responsibility for these tasks if anything went awry. Therefore, Charging Party exercised Section 2(11) authority to assign work and responsibly direct work with respect to (b) (6), (b) (7)(C).³

Moreover, Charging Party's resume is a model for secondary indicia that further demonstrates supervisory status. In the resume, Charging Party claims that (b) (6), (b) (7)(C) was "[r]esponsible for on-site management of the Philadelphia office of in-house litigation for the nation's largest title insurance company, including hiring, training, and oversight of administrative staff, law clerks, and junior attorneys." *See* Exhibit A (emphasis added). Charging Party – as described in (b) (6), (b) (7)(C) own words – held a position of responsibility for FNLG that "possesse[d] a status separate and apart from that of rank-and-file employees." *Baby Watson Cheesecake, Inc.*, 320 NLRB at 784.

Accordingly, Charging Party was a supervisor under Section 2(11) of the Act and is disqualified from protection of the Act. On this basis alone, the Charge should be dismissed in its entirety.

³ Charging Party also assigned work to and responsibly directed the work of other staff, prior law clerks, and junior attorneys. FNF reserves the right to supplement the facts related to Charging Party's oversight of employees other than (b) (6), (b) (7)(C).

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B. The Charge is partially time-barred.

Section 10(b) of the Act states, in part, “no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board and the service of a copy thereof upon the person against whom such charge is made” 29 U.S.C. § 160(b). “Section 10(b) functions in part as a statute of limitations by prohibiting the issuance of a complaint based on conduct occurring more than 6 months prior to the filing of a charge.” *Carney Hosp.*, 350 NLRB 627, 628 (2007).

The relevant date for calculating the 6-month period is the date of service of the charge. *Dun & Bradstreet Software Servs., Inc.*, 317 NLRB 84, 85 (1995) (stating “the 6-month period is determined by the date of the service of the charge”). The charging party is responsible for serving the charge, although the Regional Director normally serves a courtesy copy on the respondent. *See* 29 C.F.R. § 102.14(a)-(b).

Here, the portion of the charge that alleges “denial of raise” on (b) (6), (b) (7)(C) 2019 is time-barred. *See* Charge (Basis of Charge statement). The charge was not served within 6 months of the alleged action. FNLG did not receive the charge until January 23, 2020 when Kelly Feese, Esq. received a copy of the charge from the investigating Board agent.⁴ Using January 23, 2020 as the operative date for calculating the 10(b) period, the “denial of raise” allegations are time-barred.

C. FNLG did not violate Section 8(a)(1) of the Act.

Charging Party’s allegations in this case should be evaluated under the *Wright Line* framework. *See MCPC, Inc. v. NLRB*, 813 F.3d 475, 487 (3d Cir. 2016) (applying *Wright Line* where only 8(a)(1) was at issue).

To prove a violation of the 8(a)(1) under *Wright Line*, the General Counsel must demonstrate that an employee’s protected conduct was a motivating factor in an adverse employment action. *Wright Line*, 251 NLRB 1083, 1089 (1980), *enf’d*. 662 F.2d 899 (1st Cir, 1981), *cert. denied* 455 U.S. 989 (1982); *NLRB v. Transportation Management Corp.*, 462 U.S. 393, 397-404 (1983) (endorsing *Wright Line*). The General Counsel has the initial burden to show: “[1] the employee’s protected, concerted activity, [2] employer knowledge of that activity, and [3]

⁴ While the Board docket reflects that the charge was mailed to FNF on December 9, 2019, FNF has no record of receiving this document. Even assuming that the Region mailed this document, the Board is not responsible for serving the charge on the respondent. 29 C.F.R. § 102.14(b). It is the Charging Party’s responsibility to serve the charge on FNF, and (b) (6) has defaulted in completing this duty. *Id.* at § 102.14(a).

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animus against the employee's protected conduct.” See *Donaldson Bros. Ready Mix, Inc.*, 341 NLRB 958, 961 (2004).

As the initial step in the analysis, the General Counsel must demonstrate that the Charging Party engaged in protected, concerted activity. Three elements are required for individual conduct to fall within the purview of the Act: (a) protected, (b) concerted, and (c) for “mutual aid and protection.” *Alstate Maintenance, LLC*, 367 NLRB No. 68 (January 11, 2019). The last two elements of this test can, at times, become blurred, but are separate. The “concerted” element relates to the manner in which an action is presented to management and the notion that “mutual aid and protection” “focuses on the goal” of the activity. *Fresh & Easy Neighborhood Mkt., Inc.*, 361 NLRB 151 (2014).

If the General Counsel carries the initial burden, the employer must show that it would have taken the same action in the absence of the protected conduct. *Wright Line*, 251 NLRB at 1089. At this stage in the analysis, the Board utilizes a subjective standard that focuses on the genuineness of the employer’s stated reason for the action(s) taken, not on the correctness of the action(s) taken. See e.g., *Retlaw Broadcasting Co.*, 310 NLRB 984, 992 (1993).

1. The alleged activity was not concerted.

To be “concerted,” the activity must involve multiple employees or an individual that is acting on behalf of a group of employees. See *Meyers Industries, Inc. (Meyers II)*, 281 NLRB 882, 887 (1986). The Board has recently stated that “in general, to find an employee’s activity to be ‘concerted,’ we shall require that it be engaged in with or on the authority of other employees, and not solely by and on behalf of the employee himself.” *Alstate Maintenance, LLC* 367 NLRB No. 68 (January 11, 2019) (overruling *Worldmark by Wyndham*, 356 NLRB 765 (2011)).

It is clear that activities are not “concerted” when they concern individuals seeking to remedy their own individual claims. *Mushroom Transp. Co. v. NLRB*, 330 F.2d 683, 685 (3d Cir. 1964) (“Activity which consists of mere talk must, in order to be protected, be talk looking toward group action. If ... it is an individual, not a concerted, activity, and, if it looks forward to no action at all, it is more than likely to be mere ‘griping.’”). Notably, the doctrine set forth in the Third Circuit’s *Mushroom Transp. Co.* was “fully embrac[ed]” by the Board in *Myers II*. See 281 NLRB at 887; see also *Alstate Maintenance, LLC* 367 NLRB No. 68.

Here, Charging Party did not engage in any concerted activity. (b) (6), (b) (7)(C) did not act alongside co-workers to engage in any protected activity. (b) (6), (b) (7)(C) did not act as a group representative in any way. The only activity that Charging Party engaged in that could arguably be construed as protected activity was discussing (b) (6), (b) (7)(C) salary and (b) (6), (b) (7)(C) bonus with (b) (6), (b) (7)(C), who was (b) (6), (b) (7)(C).

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(b) (6), (b) (7)(C), in discrete one-on-one meetings.⁵ Charging Party's activity squarely falls within the realm of an individual gripe that is not worthy of the Act's protection.

2. The alleged activity was not for the purpose of mutual aid or protection.

To be for "mutual aid or protection," the activity must have the goal of bettering terms and conditions of employment for the group. See *Eastex, Inc. v. NLRB*, 437 U.S. 556, 567 (1978) (stating that "mutual aid or protection" covers the "right of workers to act together to better their working conditions" and "improve their lot as employees") (emphasis added). An employee's concerns related to his or her own terms and conditions of employment are not related to "mutual aid or protection" without some evidence that the concerns reached beyond the individual's employment. See *Sabo, Inc.* 362 NLRB 690, 696 (2015) (Miscimarra, dissent) (finding that an employee did not act for the purpose of mutual aid or protection where she was concerned about her possible termination, which "was clearly an individual concern").⁶

In this matter, Charging Party's discussions with (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) compensation were not for the purpose of mutual aid or protection. Charging Party did not seek to advance the cause of a collective group of employees or to "improve the lot" of a group of employees. Rather, (b) (6), (b) (7)(C) addressed an individual issue concerning (b) (6), (b) (7)(C) own pay to (b) (6), (b) (7)(C). Just as Charging Party's activity was not "concerted," it was also not for mutual aid or protection of other employees. As such, the activity does not qualify for protection under the Act.

⁵ The Board has recently signaled its desire to review precedent that has stretched the meaning of the term "concerted" by finding some subjects "inherently concerted." See *Alstate Maint., LLC*, 367 NLRB No. 68 n. 4 (Jan. 11, 2019) (stating "cases that arguably conflict with *Meyers* include those in which the Board has deemed statements about certain subjects 'inherently' concerted.") In the past, the Board has viewed discussions of wages to be "inherently concerted." *Id.* (citing cases). Charging Party's conduct here, discussing only (b) (6), (b) (7)(C) own compensation with (b) (6), (b) (7)(C), is not inherently concerted because it did not reach beyond Charging Party's own terms and conditions of employment. However, even if the Region were to find that the discussions were inherently concerted, such a conclusion has been called into question by the current Board and should not serve as the basis for issuing a complaint in this matter.

⁶ To the extent that former Board member Miscimarra's dissent in *Sabo, Inc.* is not in line with current Board precedent, FNF presents a good-faith argument that the current precedent should be overruled.

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3. FNLG had no knowledge of any activity other than the compensation discussions between Charging Party and (b) (6), (b) (7)(C).

To the extent that Charging Party alleges that (b) (6), (b) (7)(C) engaged in alleged protected activity other than discussing compensation with (b) (6), (b) (7)(C), FNLG did not have any knowledge of such activity. Accordingly, the General Counsel would not be able to establish the second element in the *prima facie* case. See *Donaldson Bros. Ready Mix, Inc.*, 341 NLRB 958, 961 (2004) (noting that employer knowledge of specific activity is a necessary element); *Sears, Roebuck & Co. v. NLRB*, 349 F.3d 493, 510-511 (7th Cir. 2003) (finding no knowledge of one employee's union activity where there was knowledge of union activity of other employees); *Tomatek, Inc.*, 333 NLRB 1350, 1350 n.1 (2002) (affirming the dismissal of a complaint where there was no showing of employer knowledge of union activities of two specific employees).

4. There is no evidence of animus in this case.

The facts of this case do not reveal any animus toward Charging Party or any other employee, including (b) (6), (b) (7)(C), on the basis of alleged protected activity. Instead, FNLG terminated Charging Party for performance reasons, including but not limited to Charging Party's missed deadlines in two cases, and (b) (6), (b) (7)(C) lie regarding the deposition. (b) (6), (b) (7)(C) was similarly discharged for (b) (6), (b) (7)(C) performance and (b) (6), (b) (7)(C) involvement in the lie regarding the motion extension and the deposition. The terminations were not the product of animus against any protected activity.

For this reason, even if protected activity could be established in this case – which, as described above, it cannot – FNLG would have terminated Charging Party and (b) (6), (b) (7)(C) for the same reasons cited for their terminations. Therefore, even if the burden shifted to FNLG under *Wright Line*, FNLG would still prevail in this matter.

IV. Relief under Section 10(j) of the Act is Not Warranted

Assuming arguendo there is merit to the charge, which, manifestly, there is not, the instant charge does not warrant seeking relief under Section 10(j) of the Act. Even if the Region were to determine that FNLG violated the Act by terminating Charging Party and/or (b) (6), (b) (7)(C), the Board's customary remedies are fully adequate to redress the putative violation. As you well know, injunctive relief under Section 10(j) is reserved for extraordinary cases, and the alleged claims in this case simply do not present a compelling case for injunctive relief.

V. Response to requests for documents

In your letter dated January 15, 2020, you requested various documents from the Respondent. Respondent objects to the requests to the extent they call for privileged documents.

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Respondent's investigation is continuing, and Respondent reserves the right to supplement its response and production, but initial responses are set forth below.

1. A copy of the employee handbook.

RESPONSE: See attached.

2. Copies of all other work rules or other documents describing expected employee conduct and potential discipline that were in effect during all or any part of the period between January 2019 and the present date.

RESPONSE: See Employee Handbook.

3. The personnel files for (b) (6), (b) (7)(C) [REDACTED], including copies of any disciplines, performance evaluations, and termination letters.

RESPONSE: FNLG will supplement this position statement with responsive documents, if any.

4. Documents containing information regarding other employees who were disciplined or discharged for the same or similar reasons as (b) (6), (b) (7)(C) [REDACTED].

RESPONSE: FNLG will supplement this position statement with responsive documents, if any.

VI. Conclusion

Based on the foregoing, the Charge in this matter lacks merit to support the issuance of a complaint in this matter. As such, the charge should be dismissed.

Respectfully,



Andrew M. MacDonald

AMM:

EXHIBIT “A”



EMPLOYEE HANDBOOK

Issuing Department:
Corporate Human Resources

February 2019

PURPOSE OF THIS EMPLOYEE HANDBOOK

The purpose of this Handbook is to acquaint each and every individual working for the Fidelity National Financial, Inc. family of companies (referred to as “us”, “we”, “FNF” or the “Company”) with information pertaining to your employment at the Company, including policies, procedures and benefits. This Handbook also advises you of what the Company’s expectations are of you and what you can expect as an employee.

The contents of this Handbook are guidelines only and supersede any prior handbook. The Company has the right, with or without notice, in an individual case or generally, to modify its interpretation of and/or change any of its guidelines, policies, practices, working conditions or benefits at any time. Nothing in this Handbook should be construed as a promise of specific treatment in any specific situation upon which an employee should rely. Many matters covered by this Handbook also are described in separate official documents. These official documents always are controlling over any statement made in this handbook or by any supervisor or manager.

NEITHER THIS HANDBOOK NOR ANY OTHER COMPANY GUIDELINES, POLICIES OR PRACTICES CREATES AN EMPLOYMENT CONTRACT, BARGAIN OR AGREEMENT OR CONFERS ANY CONTRACTUAL RIGHTS WHATSOEVER. EMPLOYMENT AT THE COMPANY IS “AT WILL” AND MAY BE TERMINATED AT THE WILL OF EITHER THE COMPANY OR THE EMPLOYEE AT ANY TIME, WITH OR WITHOUT A REASON OR NOTICE. NO REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO PROVIDE ANY EMPLOYEE OR EMPLOYEES WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING AND SIGNED BY THE COMPANY’S CHIEF EXECUTIVE OFFICER, THE PRESIDENT, OR THEIR DESIGNEE.

This notice applies to all employees regardless of date of hire.

Note: In addition to the national policies contained in the main portion of this Employee Handbook, there is an addendum of state specific policies.

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Addendum: State specific regulations in supplement to national policies at end of main handbook

EXECUTIVE ADDRESS

Message from the Chairman



Welcome to Fidelity National Financial family of companies!

This is an exciting time in our Company's history - Congratulations on becoming a part of a dynamic, ambitious and "one of the world's best"* companies. Our continued success has been made possible by the commitment of our collective efforts.

While we have high expectations of you, you will find that Fidelity has a lot to offer in return. We understand that a company grows and prospers through its employees and we encourage you to share in the rewards of ownership by participating in our Employee Stock Purchase Plan.

You are encouraged to continue in our tradition of being entrepreneurial, motivated and action-oriented, while at the same time staying dedicated to Fidelity's reputation for unparalleled customer service and strongest ethical standards.

We are confident that you, as all of the Fidelity family, will help our Company continue to adapt to change dictated by technological innovation, customer needs, market conditions and industry trends. Our success will depend on your determination to evolve and thrive.

Once again, congratulations on your decision to be a member of our winning team!

Sincerely,

William P. Foley, II
Chairman of the Board

* *Forbes*, 2009.

THE FIDELITY NATIONAL FINANCIAL STORY

Fidelity National Financial, Inc. (NYSE: FNF), is a leading, Fortune 1000 provider of title insurance and specialty insurance. Nationally recognized as one of the best managed and most admired companies in the U.S., FNF was established in 1984 by a group led by dynamic entrepreneur Bill Foley, who remains the company's Chairman of the Board. With historic roots of predecessor title insurance and escrow businesses leading back to 1847, over the decades FNF has grown to become a multi-billion-dollar corporation, with operations and agents from coast to coast.

FNF is the nation's largest title insurance company through its title insurance underwriters - Fidelity National Title, Chicago Title, Commonwealth Land Title, Alamo Title and National Title of New York - that collectively issue more title insurance policies than any other title company in the United States.

FNF also provides industry-leading mortgage transaction services and technology solutions through its subsidiary ServiceLink Holdings, LLC, the premier national provider of mortgage origination, servicing, default and technology products and services to the mortgage industry.

FNF's success is due in large part to the commitment of every employee to provide our customers with a level of satisfaction that is unparalleled in the industry. The quality of FNF's customer service and the level of employee loyalty and commitment are enhanced by our employee stock ownership program. Stock ownership serves as a motivational force for employees who recognize that the success of the Company is dependent upon their individual efforts and contributions. Since its initial public offering in 1987, the company has experienced explosive growth and unprecedented financial results.

Most importantly, FNF is committed to proudly upholding the six corporate precepts upon which the Company was founded:

- **Autonomy and Entrepreneurship**
- **Bias for Action**
- **Minimize Bureaucracy**
- **Customer-oriented and motivated**
- **Employee Ownership**
- **Highest Standards of Conduct**

These six precepts represent the cornerstone of our management philosophy and operational success. Through our united dedication to these corporate precepts, FNF will remain strong, successful and profitable.



Voted 2001 – 2008 as one of the "Best Big Companies in the U.S." by *Forbes* magazine.

Selected from 2002 -2005 as one of "America's Most Admired Companies" by *Fortune* magazine.

Named one of the 26 Best Managed Companies in America by *Forbes* in 2004

Ranked consistently in the Fortune 500 over the past decade

Employs more than 20,000 employees in its family of companies.

CUSTOMER RELATIONS PHILOSOPHY

Our Company's reputation has been built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that customers have toward our organization may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a customer for granted, but when we do, we run the risk of losing not only that customer, but his or her associates, friends or family who may also be customers or prospective customers.

Each employee must be sensitive to the importance of providing courteous treatment to all customers throughout the Fidelity family of companies.

Customer Service is:

- *Action-oriented*
- *Based on years of experience*
- *Unparalleled in the industry*
- *Backed by award-winning customer service departments and expert professional services staff.*
- *Sustained by customer-focused responsiveness*
- *A commitment to go beyond the ordinary and provide one-on-one personal care*
- *Supported by an untarnished reputation for integrity*
- *A fundamental principle on which the Company was founded*
- *The most important aspect of our business*

EQUAL EMPLOYMENT OPPORTUNITY

The Company stands committed to its philosophy that all employees are entitled to equal employment opportunities. This policy applies to all personnel actions and terms and conditions of employment, including recruitment, hiring, compensation, benefits, discipline, transfers, promotions, lay-offs, leaves of absence, terminations, participation in Company-administered or Company-sponsored activities, and access to facilities and programs.

The Company does not discriminate on the basis of race, color, creed, religion, age, sex/gender, pregnancy, national origin or ancestry, citizenship status, veteran status, marital status, physical or mental disability, sexual orientation, gender identity or expression (including transgender status), genetic information and/or any other characteristic protected by applicable federal, state or local laws ("Protected Characteristics").

The Company will endeavor to make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability, without regard to any protected classifications, unless undue hardship to the Company would result. Any employee who requires an accommodation to perform the essential functions of his or her job should notify Human Resources to request such an accommodation. Please refer to the Americans with Disabilities Act (ADA) Compliance Policy under the Policies section of the FNF intranet site.

It is the responsibility of all employees to ensure that the Company's policy of equal employment opportunity is implemented in all personnel actions and terms and conditions of employment. Violation of this policy by any employee will result in disciplinary action, up to and including termination of employment.

If any employee has questions or concerns about equal employment opportunities in the workplace, the employee can speak with his or her supervisor and/or local Human Resources Representative. The Company will not retaliate or tolerate retaliation against any employee for raising issues of equal employment opportunities in the workplace in good faith.

A. HARASSMENT, DISCRIMINATION AND WORKPLACE BULLYING

The Company is committed to providing a work environment that is free of intentional and unintentional harassment, discrimination and bullying. In keeping with this commitment, the Company strictly prohibits discriminatory and harassing conduct on the basis of Protected Characteristics.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as business trips, business meetings and business-related social events.

Workplace Bullying

Workplace bullying or abusive conduct occurs when a person directs negative, inappropriate, or unwanted conduct at an employee based on a Protected Characteristic. Abusive conduct is defined as malicious conduct that a reasonable person would find hostile or offensive and that is unrelated to the Company's legitimate business interests.

Harassment

Harassment is verbal or physical conduct that is based on hostility or aversion toward an individual because of his/her Protected Characteristic (defined above), or that of his/her relatives, friends or associates, and that: (a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (b) has the purpose or effect of unreasonably interfering with an individual's work performance; or (c) otherwise adversely affects an individual's employment opportunities.

Examples of harassment and bullying include, but are not limited to, the following when based on a Protected Characteristic:

- Epithets
- Slurs or negative stereotyping
- Threatening, intimidating or hostile acts
- Belittling jokes
- Display or circulation in the workplace of written or graphic material that demeans or shows hostility or aversion toward an individual or group (including through e-mail and texts)

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature involving individuals of the same or different gender.

Examples of conduct that may constitute sexual harassment include, but are not limited to:

- Unwelcome physical contact with sexual overtones, such as touching, patting, pinching, hugging, shoulder rubbing, repeatedly “brushing” against someone, or impeding the movement of another person
- Sexually-offensive comments, such as slurs, jokes, epithets and innuendo
- Sexually-oriented “kidding” or “teasing” or sexually-oriented “practical jokes ”
- Suggestive or obscene written comments in notes, letters, invitations, e-mail or texts
- Inappropriate, repeated or unwelcome sexual flirtations, advances or propositions
- Offensive visual contact such as staring, leering, gestures or displaying obscene objects, pictures or cartoons
- Inappropriate or suggestive comments about another person’s physical appearance, body or dress
- Exchanging or offering to exchange any kind of employment benefit for a sexual concession. For example, promising a promotion or raise in exchange for sexual favors
- Withdrawing or threatening the withdrawal of any kind of employment benefit for refusing to grant a sexual favor. For example, suggesting that an individual will receive a poor performance review or be denied a raise unless he or she goes out on a date with a supervisor.

Complaint Procedure

If you feel that you have experienced, witnessed or suspect conduct in violation of this policy, immediately contact your supervisor and/or your local Human Resources Representative. If you are not contacted promptly about your complaint or if you feel uncomfortable speaking with your supervisor and/or your local Human Resources Representative, contact the Vice President of Corporate Human Resources, 601 Riverside Avenue, Building 5, Sixth Floor, Jacksonville, Florida, 32204; (904) 854-8752. The address and number for ServiceLink is 1200 Cherrington Parkway, Moon Township, PA 15108; (800) 399-4080.

Alternatively, you may call the Compliance and Ethics Hotline at 855-FNF-TIPS (855-363-8477) or submit a report online at www.reportlineweb.com/fidelitynationalfinancial. The hotline is operated by an independent third-party vendor and is available 24 hours a day, 7 days a week. You may remain anonymous when calling the hotline; however, you are encouraged to leave your name and contact information in case additional information is required to thoroughly investigate the matter.

Supervisors who learn of any employee’s concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to local Human Resources Representative or to senior management.

To the extent practicable and appropriate, the Company will keep complaints and the terms of its resolution confidential; however confidentiality cannot be guaranteed.

All complaints are investigated immediately and corrective action, up to and including termination of employment, will be taken where warranted. All employees are required to cooperate in investigations. The Company prohibits employees from hindering internal complaints and investigations, and, therefore, employees who make complaints and/or participate in an investigation in bad faith may be subject to disciplinary action, up to and including termination.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

Retaliation is Prohibited

The Company has a policy against retaliation. An employee who complains or reports harassment, discrimination or bullying in good faith, or participates in an investigation of such matters cannot be retaliated against in any fashion.

B. ALCOHOL AND DRUG POLICY

The use, abuse, solicitation, theft, possession, transfer, purchase, manufacture, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), while driving or riding as a passenger in a Company or client vehicle, or while representing the Company (including attending meetings and functions), is strictly prohibited.

Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of any alcohol, drugs or controlled substances which may impact an employee's ability to perform their job or otherwise pose safety concerns.

The only exceptions to this policy are: (i) the consumption of alcohol, in strict moderation, when attending a business function where it is available and socially appropriate to consumer; and (ii) the use of drugs or a controlled substances is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, to the extent permitted by and in accordance with applicable law, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a policy violation or a positive drug test, to the extent you are subject to any drug testing requirement. Anyone who is using prescription or over-the-counter drugs that may impair the employee's ability to perform the job, or affect the safety or well-being of the employee or others, must notify a supervisor of such use immediately before starting or resuming work.

To enforce this policy, to the extent permitted and in accordance with applicable law, a drug and alcohol test may be administered if an employee's on-the-job behavior indicates that they may be under the influence of drugs or alcohol, or if a serious on-the-job injury occurs and the employee's manager has a reasonable suspicion that the employee was under the influence of drugs and/or alcohol at the time the accident or injury occurred.

The Company will encourage and reasonably accommodate employees with chemical (alcohol or drug) dependencies to seek treatment and/or rehabilitation. To that end, the Company may permit employees to use leave without pay to obtain such treatment if the absence is not an undue hardship. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of current drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Employees may not request an accommodation to avoid discipline for a policy violation.

To ensure its rights under the law, the Company reserves its right to search, without prior notice, any object (including, but not limited to, any desk or vehicle) that is on Company property or in a Company facility. Searches of Company property may be conducted at any time at the Company's sole discretion.

Violation of this policy may result in disciplinary action, up to and including termination of employment. In addition, the Company also may bring the matter to the attention of appropriate law enforcement authorities.

C. WORKPLACE VIOLENCE PREVENTION POLICY

Mission Statement

The Company is committed to providing a workplace free of threats or acts of violence and in protecting its employees from such conduct on its premises. Therefore, the Company has established a policy that prohibits any violent, threatening or intimidating behavior by any employees, agents, vendors and non-employees while on Company property or while they are engaged in business with or on behalf of the Company.

Prohibited Conduct and Dangerous Items

This policy prohibits not only physically violent behavior, but also threats, threatening language or any other acts of aggression or violence made toward or by any Company employee. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious and/or destructive action undertaken for the purpose of domination or intimidation. Weapons are prohibited on Company property, unless such prohibition is restricted by applicable law.

Reporting Procedures

Keeping the workplace free of violence can only be accomplished if every employee takes personal responsibility for being aware of and reporting potentially violent behavior. Therefore, all employees are responsible for reporting immediately to their supervisor, local Human Resources Representative, or Corporate Human Resources Department any incident involving threats or acts of violence. The matter will be investigated and any appropriate corrective action taken. Violations of this policy will lead to disciplinary action, up to and including termination of employment.

In addition, to assist the Company in its efforts to maintain a violence-free workplace, employees are strongly encouraged to notify management or their local Human Resources Representative of any restraining order in effect or any potentially violent situation outside of work that could result in violence in the workplace. Employees who become aware of any other workplace security hazards or who have suggestions for increasing security in the workplace should bring this to the attention of management. Employees making reports as encouraged by this policy will not be retaliated against, and the Company will not tolerate any such retaliation.

WORKING AT THE COMPANY

A. CRIMINAL BACKGROUND CHECK POLICY

All employees are subject to undergo a criminal background check. For employees a recheck must be completed every three (3) years. Any employee who separates from the Company for more than one (1) year is subject to undergo a new criminal background check.

At the discretion of the hiring manager and approval by Corporate Human Resources, background investigations may also include drug screening (for job applicants), driver's license check, verification of academic credentials, professional license and certification verification, previous employment verification, credit report check and motor vehicle records check.

All offers of employment will be made contingent upon completion and satisfactory findings of a criminal background check. New hires shall not be granted access to any customer or consumer confidential or nonpublic personal information, or be granted access to any Company systems containing such information, prior to successful completion of a criminal background check.

All criminal background checks must be performed by a Company-approved background check provider and must be ordered through and processed by Corporate Human Resources

All background checks will be conducted in compliance with applicable federal and state laws, including the Fair Credit Reporting Act. For more information on this policy see the "Criminal Background Investigation Policy and Procedures" in the Compliance section on the FNF intranet.

B. PROOF OF RIGHT TO WORK

It is the policy of the Company to employ only individuals who are authorized to work in the United States. In accordance with federal law, each new employee will be required to complete an I-9 Form at the time of hire and provide documents verifying his/her identity and authorization to be legally employed in the United States within 3 business days of commencement employment.

The Company will retain copies of the documents submitted by the employee in a separate file, which will be kept confidential. These may just be retained electronically. The Company may have a right or legal obligation to disclose this information, as permitted or required by law, without first obtaining your authorization. These disclosures may include, without limitation, provision of copies of the documents or information contained in those documents to the U.S. Department of Labor and to the Immigration and Naturalization Service (INS) if requested or to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or as otherwise required by law.

Providing false documentation or making false statements on the verification form will be grounds for immediate discharge. If, during the course of employment, the Company requests further information relating to an employee's authorization to work in the United States, the employee must furnish the information requested in accordance with applicable law. Failure to cooperate in furnishing such information will be grounds for disciplinary action, up to and including termination.

C. EMPLOYMENT STATUS

To determine eligibility for various compensation or benefit plans, the following employment categories have been established. Unless specifically stated, the policies and procedures set forth in this Handbook apply

equally to employees, whether temporary, regular, part-time or full-time. All employees fall into one of the following classifications:

Full-Time (or Regular) Employees: Full-time employees are employees who are regularly scheduled to work 30 or more hours per week.

Part-Time Employees: Part-time employees are employees who are regularly scheduled to work less than 30 hours per week. Part-time employees are not eligible for most Company benefits, but are entitled to all legally mandated benefits. Part-time employees should consult with their local Human Resources Representative to determine those benefits, if any, for which they are eligible.

Temporary Employees: Temporary employees are employees who are hired for a pre-established period, usually during peak workloads or for vacation relief. These employees may work a full-time or part-time schedule, but are not eligible for Company benefits, including holiday pay, but are entitled to all legally mandated benefits. The Company does not make any guarantees that temporary employees will be offered “regular” employment status. Further, employment beyond any initially stated period does not, in any way, constitute or imply a change in status.

In addition to the above classifications, employees are categorized as either “**exempt**” or “**non-exempt**.” Pursuant to federal and state wage hour laws, exempt employees do not receive overtime pay. Employees classified as exempt receive a salary which is intended to cover all hours worked including any hours worked in excess of 40 in a workweek or overtime as otherwise mandated by applicable state law.

Employees will be informed of their initial employment classification and status as exempt or non-exempt upon commencing employment. If an employee changes position during his/her employment as a result of a promotion, transfer or otherwise, management will inform him/her of any change in his/her job classification.

D. INTRODUCTORY PERIOD

The first ninety (90) days of continuous employment at the Company is considered a trial or introductory period, although there is no guarantee of employment for this period of time. During this time, employees will have their first opportunity to evaluate the Company as a place to work and management has the first opportunity to evaluate you as an employee. The introductory period also applies to individuals who have been re-hired or have transferred to another department, division or related Company. If management, in its sole discretion, determines that the designated introductory period does not provide (or has not provided) sufficient time to thoroughly evaluate the employee’s performance, the introductory period may be extended in any increment that management deems appropriate. Note: benefit eligibility does not coincide with the introductory period for all benefits. See the specific benefit section for that benefit’s eligibility requirements.

Completion of the introductory period does not alter the at-will nature of the employment relationship.

E. PERSONNEL RECORDS

Important events in each employee’s history with the Company will be recorded and kept in the employee’s individual personnel file. Performance reviews, changes of status, commendations and disciplinary warnings are examples of records maintained. Access to such information is restricted in accordance with FNF’s Privacy Policy and applicable law. Employees will be provided with access to and copies of personnel files to the extent required and in accordance with applicable law. The Company may share this information with various individuals and entities, as permitted or required by law, without first obtaining your authorization, including disclosure to law enforcement or other governmental authority in connection with an investigation, civil or criminal subpoena or court order, if required to do so, or as otherwise required by law.

Changes to Personnel Records

It is the responsibility of each employee to ensure all personal data in their personnel file is current. Your Human Resources Representative must be notified promptly of all changes of address, phone number, emergency contact, name change, beneficiary designation (for insurance, and often benefit plans), etc.

Any employee who has a change in dependents through marriage, birth, adoption or other means must notify his/her local Human Resources Representative as soon as possible (within 31 days) for the purpose of benefit coverage. Failure to do so can result in delaying coverage, providing proof of insurability or denial of coverage.

An employee required to drive a motor vehicle while performing his/her job must have a copy of a valid driver's license and proof of insurance in his/her personnel file. If required to drive a personal motor vehicle while performing the job, copies of current registration must also be in the file. Any suspension, revocation or termination of the above documents, as well as traffic tickets, must be immediately reported to management. Failure to do so may be considered grounds for disciplinary action, up to and including termination of employment. Further, an "out of date" emergency contact or an inability to reach an employee in a crisis may be extremely problematic.

F. PAY TRANSPARENCY POLICY STATEMENT

The Company will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

G. PERFORMANCE EVALUATIONS

Employees may receive periodic performance reviews, including a ninety-day evaluation review. The frequencies of performance evaluations will vary depending upon length of service, job position, past performance, changes in job duty or recurring performance problems. Positive performance evaluations do not guarantee increases in salary or promotions, nor do they guarantee employment for any specified period of time. Further, a performance evaluation does not have any impact on an employee's at-will status. Salary increases and promotions are solely within the discretion of the Company and may depend upon the factors cited herein in addition to performance and other factors determined by the Company.

Your performance evaluation will include factors such as the quality and quantity of the work performed, your knowledge of the job, and your initiative. Performance evaluations should help you become aware of your progress, areas for improvement and objectives or goals for future work performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your supervisor, and that you are aware of its contents.

H. PROFESSIONAL GROWTH

The Company has a policy of encouraging the professional growth of each employee. As such, the practice of promotion from within is endorsed as a way of encouraging employees to maximize their professional potential. The Company strives to promote the most capable and experienced individual based on demonstrated ability to assume greater responsibility. Promotions from within are not always possible, however, due to the specific requirements or qualifications needed to be considered as a candidate for an open position. An employee's past performance, qualifications, potential, skills, abilities and job experience will be considered when selecting candidates for promotion. In addition, the Company's business needs will also be taken into consideration.

Training and preparation for career growth are the responsibility of both the employee and the Company. As such, you are encouraged to discuss the applicability and availability of any training programs which might enhance your personal and professional development. Employees are encouraged to also supplement Company training with other available resources in the community.

I. JOB POSTING

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. Other recruiting sources may also be used to fill open positions in the best interest of the organization. Accordingly, the Company reserves the right to seek to fill positions solely from external or internal sources or internally and externally simultaneously.

Many regular, full-time job openings are posted on the "Career Opportunities" section of the Company's intranet site. Each posting notice generally will include the dates of the posting period, job title, department, location, job summary, essential duties and qualifications (required skills and abilities.)

Some departments require employment for at least a year or more before applying for a new job due to the complexity of positions and training involved. Employees must obtain their manager/supervisor's approval before applying for an open position. Furthermore, employees who are on probation, suspension or a written warning are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies and qualifications.

To apply for an open position, employees should submit an on-line internal application via the instructions on the FNF or ServiceLink intranet site, listing their job-related skills and accomplishments. The application should also describe how an employee's current experience, prior work experience and/or education qualify them for the position. Send any questions to: fnfstaffing@fnf.com or WorkWithUs@svclnk.com.

An applicant's supervisor may be contacted to verify performance, skills and attendance. Any staffing limitations or other circumstances that might affect a prospective transfer may also be discussed. In addition, depending on the position, a new introductory or trial period may be applicable.

J. TRANSFER POLICY

At times throughout your employment, you may want to change jobs or advance your career. As such, the change or advancement may require a transfer to another operation or location. Because the Company encourages such change and advancement, employees are required to follow certain guidelines so as to prevent a loss of efficiency and productivity in their department or operation.

An employee must obtain approval from management before the Company will consider a transfer. The transfer may depend on the individual performance or department's business needs at the time, and therefore, may not be approved.

K. REHIRE POLICY

If an employee terminates employment and returns within 90 days, the original hire date will be reinstated for purposes of service and vacation credits. The rehired employee will also be eligible for health and welfare benefits without any waiting period the first of the month following their re-hire date, subject to the terms and conditions of any applicable benefits plan or law. The employee, however, is only eligible to re-enroll in their original benefits (i.e., employees cannot increase insurance coverage), subject to the terms and conditions of any applicable benefits plan or law. Notwithstanding this, even if an employee returns within the 90-day period, the Company has the option of placing that employee on another introductory period. If an employee returns to work after 90 days has lapsed, the rehire date will become the original hire date.

L. SERVICELINK SUPPLEMENTAL POLICIES

The ServiceLink Division has several supplemental policies not covered elsewhere in this handbook:

- Personal Appointments
- Lunchrooms
- Educational Reimbursement

These can be found in the ServiceLink Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site.

COMPENSATION AND HOURS OF WORK

A. HOURS AND WORK SCHEDULES

Generally, full-time employees are expected to work a 40-hour workweek. The regular workday for most full-time employees is from 8:00 a.m. to 5:00 p.m., Monday through Friday. Employees will be provided with meal breaks and rest periods to the extent required and in accordance with applicable law. Work schedules, however, may vary throughout the organization and may include weekends and/or evenings. Supervisors will advise employees of their individual work schedules, including meal breaks and rest periods as applicable. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

B. EMERGENCY CLOSINGS / BUSINESS CONTINUITY PLANNING

At times, emergencies such as severe weather, fires, power failures, or earthquakes can disrupt Company operations and make it impossible for employees to report to work at their normal location. Moreover, in extreme cases, these circumstances may require the closing of a worksite. The Company demonstrates its commitment to business continuity through the activities of the Business Continuity Office (BCO). The mission of the BCO is to develop and maintain a business continuity program that will restore critical business functions in minimal time following a disaster. The FNF Business Continuity Program accounts for these situations in order to protect the ongoing viability of the company and serve its customers. Under the Business Continuity Program, each business location has a Business Continuity Plan. It is every employee's responsibility to understand their location's Business Continuity Plan and their role in that Plan. If an employee believes they will be unable to fulfill their role in the Plan, they should contact their manager before activation of the Plan becomes necessary to discuss modification of their role in the Plan. An employee's delay in notifying their manager in their inability to fulfill their role in the Plan until the Plan must be implemented might impact business operations and/or other employees, and is grounds for disciplinary action up to and including termination.

When the Business Continuity Plan is implemented, every employee should contact their manager and follow the Plan in place. Employees may be asked to work on a day and time when facilities are normally closed. In these circumstances, employees who report to work will receive regular pay and may receive additional pay at the managers discretion or as required by law.

During the activation of the Business Continuity Plan, employees may be required to report to a location other than their normal worksite. Employees may receive reimbursement for expenses incurred by the implementation of the Plan at management's discretion. Expenses should be pre-authorized by management whenever possible and will be paid if required by law.

If an employee cannot participate in the implementation of the Plan or work as directed during the Plan activation, the employee is not entitled to pay during the period they cannot work, unless required by law. Further, an employee who cannot work according to the Plan may be subject to disciplinary action or be terminated at management's discretion, unless prohibited by law. Website: Please visit bco.fnf.com for further information.

When a state of emergency has been declared and operations are officially closed due to emergency conditions (weather or otherwise), the time not worked will be paid to employees regularly scheduled to work on that date provided the employee has not previously elected to take a vacation day, personal choice holiday or sick leave (if applicable). These hours will not be counted as hours worked for the purpose of determining overtime for that work week.

If no official office closing has been declared but an employee is unable to report to work, the employee will not be paid for the time off unless state or federal law requires otherwise. Employees may still elect to use any available paid time off to cover the absence.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who report to work will receive regular pay.

C. ACCOMMODATION TO EXPRESS BREAST MILK

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, to the extent required and in accordance with applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, to the extent permitted by applicable law.

The Company will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations. Please speak to your HR Representative or Corporate Human Resources if you have questions regarding this policy.

D. PAY PRACTICES

Overtime

Various factors, such as workloads, customer needs, operational efficiency and staffing needs, may require variation in an employee's starting and quitting times and total hours worked each day or each week. Whenever necessary, non-exempt employees may be assigned jobs other than their usual assignments and may be required to work overtime or hours or days other than those normally scheduled. When possible, advance notification of these mandatory overtime assignments will be provided. However, overtime, by nature, is sometimes needed with little or no advance notice. Accordingly, non-exempt employees must maintain flexibility in order to be available for overtime assignments.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1½) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by applicable law. Overtime pay is based on actual hours worked. Time off for meal periods, sick leave, vacation, holidays or any other leave of absence is not considered hours worked for purposes of calculating overtime pay for the designated workweek. For purposes of calculating overtime, the workweek runs from Monday at 12:01 a.m. through Sunday at midnight. However, all overtime must be authorized in advance by an employee's supervisor. Violation of this policy will lead to disciplinary action, up to and including termination of employment.

Make-up Time

Non-exempt employees who take approved unpaid time off from work for personal reasons may be allowed under certain circumstances (unless federal or state law requires otherwise) to make that time up on another work day provided that it is made-up in the same workweek. Overtime will not be paid for make-up time.

An employee that wishes to make up time for a personal absence must submit a signed written request to his or her supervisor in advance of working make-up time. A written request is required on each occasion for which make-up time is requested. The request must state what day the absence occurred, the length of the

absence and state the requested make-up time schedule. All make-up time requests are subject to approval by the employee's supervisor.

Time Records for Employees

Non-exempt employees record their time via the OTL Time clock/Timekeeping system. Employees must clock in/out at the beginning and end of each workday, including the starting and ending times for meal periods. Non-exempt employees may never work off the clock. Since employee time records are vital for payroll purposes, employees must inform management if they fail or otherwise forget to clock in or out before or after any working time.

Exempt employees must submit a time card but only for the purpose of recording benefit payments due, such as vacation, holiday or sick pay.

Falsifying, altering or recording time on another employee's behalf may result in disciplinary action, up to and including termination of employment.

Pay Days

Employees are paid on a biweekly pay schedule. Pay dates fall on every other Friday. Each pay check includes wages owed from the previous two work weeks. The work week begins on Monday at 12:01 am and ends on Sunday at midnight. If a payday falls on a holiday, earning statements or paychecks will be available and/or distributed the preceding business day.

More frequent pay will be provided to the extent required and in accordance with applicable state law.

Direct Deposit

As an employee, you are eligible to participate in the Company's Direct Deposit Program. This program allows you to automatically deposit your payroll check into an authorized bank checking and/or savings account. All employees are strongly encouraged to participate in the Direct Deposit Program for efficiency and cost-saving measures.

On-Line Payroll System

The Company has implemented an Online Payroll System (OPS) which allows an employee the opportunity to view his/her pay stub worry-free through a secure site on the Company's intranet, then print and save a copy only if he/she needs it. For step-by-step instructions, answers to frequently asked questions and other information about the Company's OPS, check out "Online Payroll System" under "Employee Information" on FNF's or SL's intranet site.

Donation of Vacation Time to Another Employee

With the approval of the manager, an employee may donate accrued vacation hours to another employee who has run out of his/her own PTO due to a medical condition and/or being on LOA. This is done by submitting a vacation adjustment form to payroll. Any exceptions to this policy must be approved in advance by the Corporate SVP of Human Resources. Note: such "donations" do not apply to sick hours. The ServiceLink policy can be found in the Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site.

Advances

The Company does not provide payroll advances or extend credit to employees.

Deductions

Employee pay stubs itemize deductions made from gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions include any court-ordered garnishments. To release garnishments, an official notice of such release must be sent to the Corporate Payroll Department for processing. Payroll stubs also itemize any voluntary deductions such as an employee's portion of health, dental or life insurance premiums and/or voluntary contributions to a 401(k) or pension plan, to the extent applicable. Payroll stubs will also differentiate between regular pay received and overtime pay received, to the extent applicable.

Administrative Pay Corrections

The Company takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their direct supervisor or the local Human Resources Representative, so that corrections can be made as quickly as possible. Overpayments will be deducted from the next or future paychecks as authorized by law or by the employee, to the extent permitted by applicable law.

Safe Harbor Policy for Exempt Employees

Exempt salaried employees receive a salary which is intended to compensate for all hours worked for the Company. This salary will be established at the time of hire. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- Full day absences for personal reasons.
- Full day absences for sickness or disability.
- Full day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 401(k) plan.

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence on a day because your employer has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

However, subject to state law, it is not an improper deduction to reduce an employee's accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability. If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor. If the supervisor is unavailable or if you believe it would be uncomfortable to

contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact the local Human Resources Representative.

Every report of improper deductions will be fully investigated and corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

E. PAYMENT ON RESIGNATION OR TERMINATION

The employee's final paycheck will include payment for all wages due and not previously paid and for accrued but unused vacation time, minus authorized deductions. Time of payment is governed by the applicable state law, if one exists. Otherwise, the final paycheck will generally be provided within 72 hours of the termination date. Upon request, it can be mailed to the employee's last known address.

F. EMPLOYEE INCURRED EXPENSES AND REIMBURSEMENT

FNF: All Company property and equipment purchases, including IT hardware and software, must be purchased through the FNF purchasing or the IT purchasing sites located on the FNF intranet. Employees will be reimbursed for any authorized, actual and reasonable expenses incurred in the course of conducting Company business or while traveling on authorized Company business, provided that the employee promptly provides appropriate supporting documentation or as otherwise required by applicable law. Employees should submit their expenses in a timely manner, within 90 days of the transaction. Any expenses incurred must comply with the guidelines issued and maintained by the Corporate Travel Department. These guidelines are available from the Travel Department or may be reviewed on the FNF intranet site.

Regarding travel time pay for non-exempt employees: if the travel is away from home overnight and outside the employee's regular working hours, the employee would be compensated for the time spent travelling/working during what would be outside his/her regular work hours. Travel time starts when the employee arrives at the departure airport and stops when he/she arrives at the destination airport. It does not include "commute" time. If required to do work upon arrival the employee is paid for those hours as well. However, any weekend away-from-home time not spent travelling or working, (i.e., "free" time) is not compensated.

SL: The ServiceLink Travel and Entertainment policy applies to all ServiceLink employees (all business units & all departments), and supersedes any local or divisional policies. The details of this policy and guidelines are on the SL intranet site.

COMPANY SPONSORED EMPLOYEE BENEFIT PROGRAM

EMPLOYEE BENEFITS SUMMARY

The Company sponsors an Employee Benefit Program that is not only designed to protect eligible employees from financial hardship due to unexpected illness or injury but to also help them provide for the health and financial security of their families. In addition, the Program includes plans that employees can use to invest in the Company and save for retirement. Moreover, because many of the plans offer tax advantages, they can be a valuable component of an employee's overall compensation.

Each year, eligible employees can tailor the benefits provided to fit their individual needs and the needs of their families. The Company offers both 100% Company-paid benefits and optional health and welfare benefits. If you choose to participate in the optional benefit plans, contribution to the cost of providing these benefits is required through payroll deductions.

The Company, however, reserves the right to add, modify, delete, or terminate any benefit currently being offered without notice, unless federal or state law requires otherwise. The Company retains sole discretion to establish and interpret the provisions of each benefit plan or policy, and determine eligibility for benefits. Many of the benefits offered are only available to full-time employees (employees regularly working at least 30 hours per week). In addition, some benefits, such as vacation and sick leave, are based upon a percentage of hours worked during the standard workweek.

These benefit programs are outlined below. More detailed information is posted on the respective FNF and SL intranet sites under "Benefits." The specific provisions of each plan, including eligibility and benefits provisions, are summarized in each plan's summary plan description ("SPD"), which may be revised from time to time. Also included are current carrier contacts and employee premium rates. This section merely provides an overview of the benefits. If there is a conflict between the content of this overview and the content of the formal plan documents, SPDs, policies or insurance contracts, the formal plan documents will govern.

Benefits at a Glance

Contributory Plans

- Medical
- Dental
- Vision
- Flexible Spending Accounts
 - Health Care
 - Limited Health Care
 - Dependent Care
- Health Savings Account
- Supplemental Life
 - Employee
 - Dependent
- Voluntary Accidental Death & Dismemberment (AD&D)
- Disability
 - Short-Term
 - Supplemental Short Term
 - Long-Term

Company Provided Benefits

- Basic Life Insurance
- Basic Dependent Life Insurance
- Basic Accidental Death & Dismemberment (AD&D)
- Aetna Health Concierge
- Business Travel Accident Insurance
- Employee Assistance Program

Voluntary Benefit Plans

- Supplemental Insurance
- Legal Assistance Program
- Transportation Program
- LifeLock Identity Theft Protection
- Weight Watchers
- Nationwide Pet Insurance

Retirement Savings Plans

- 401(k) Plan
- Employee Stock Purchase Plan ("ESPP")

HEALTH & WELFARE BENEFITS

Company-Paid Benefits

As explained in more detail on the respective FNF or SL intranet site, certain employees of the Company are automatically enrolled in the following benefit programs (with the few noted exceptions):

- Basic life insurance
- Basic dependent life insurance
- Basic Accidental death and dismemberment (AD&D) insurance
- Business Travel Accident Insurance *
- Workers' compensation and statutory short-term disability *
- Employee Assistance Program

** Benefit Programs available for employees effective as of the date of hire.*

Note: part-time employees working less than 30 hrs/week do not get Basic Life nor AD&D

Basic Life Insurance

Full-time employees are automatically enrolled in basic life insurance after a waiting period. Employee coverage currently is one and one-half times base salary, subject to a maximum benefit amount but reduces by 50% upon attainment of age 70.

Basic Dependent Life Insurance

Eligible dependents of full-time employees are automatically enrolled in basic dependent life insurance after a waiting period. This includes the employee's spouse and dependent children. However, the coverage amounts for children vary by age

Basic Accidental Death and Dismemberment (AD&D) Insurance

Full-time employees are automatically covered on the first of the month after a waiting period. The benefit is if an employee is injured or accidentally dies while covered, but reduces by 50% upon attainment of age 70.

Business Travel Accident Insurance

All employees are automatically enrolled on the first day of employment. This benefit provides employees with additional life insurance in the event of their accidental death while traveling on Company business.

Workers' Compensation and Statutory Short-Term Disability Benefits

Accidental injuries which occur during working hours or conditions caused by work activities are covered under our Workers' Compensation policy, which is paid for by the Company. This insurance provides for the payment of medical expenses and weekly compensation payments during the period of an employee's work-related injury or illness.

Report all injuries, no matter how slight, to management and your Human Resources Representative as soon as possible. You must file your claim forms promptly in order for your claim to be processed and Company records to be prepared properly. Failure to follow Company procedures may affect your ability to receive Workers' Compensation benefits.

Employees may also be entitled to receive statutory short-term disability payments for non-occupational injuries depending upon their work location. Refer to the addendum for state, municipality or county specific regulations that may apply. Note: various governmental entities are in the process of enacting or revising

sick leave policies that may not be reflected in this handbook. In most cases, the Company policy is equivalent to or more generous than these new regulations.

Workers' Compensation and Short-Term Disability are solely monetary benefits and not leaves of absence.

Voluntary Benefit Options

Full-time employees and their eligible dependents are eligible to enroll in the following Company-sponsored voluntary benefit options. These benefit elections, however, must be made within a specified time period or the employee forfeits the right to enroll. The benefit options available to full-time employees and their eligible dependents are:

- Medical coverage
- Dental coverage
- Vision coverage
- Supplemental Life Insurance for employee, spouse and child(ren)
- Voluntary AD&D insurance
- Short-Term disability
- Supplemental Short-Term disability
- Long-term disability
- Flexible spending accounts *
 - Health care spending account
 - Dependent care spending account
- Health Savings Account
- Retirement Savings Plans
- Supplemental insurance plans*
- Transportation Program*
- Legal Assistance Program*
- Identity Theft Protection*
- Weight Watchers
- Nationwide Pet Insurance

* *Benefit Programs available for full-time employees and part-time employees regularly working at least 20 hours per week*

Group Medical Insurance

The Company offers medical plan options and choices of health care providers throughout the country. The cost of premiums is shared by both the Company and the employee through payroll deductions.

Group Dental Insurance

The Company offers two dental plan options. The cost of premiums is shared by both the Company and the employee through payroll deductions.

Group Vision Plan

The Company offers comprehensive vision coverage to employees and their dependents by providing in- or out-of-network eye examinations and corrective vision materials. The cost of premiums is paid by the employee through payroll deductions.

Supplemental Life Insurance Plans

The Company offers additional life insurance coverage for employees and their dependents. During an employee's new hire eligibility period, evidence of insurability is not required if the amount of supplemental employee life insurance selected is below a certain percentage of base salary (this percentage may change from time to time). However, evidence of insurability will be required to enroll or increase coverage during any future enrollments. This same provision applies to supplemental spouse insurance. However, employees may cover their spouse even if they elect not to enroll for supplemental employee life insurance. Evidence of insurability will be required to enroll or increase coverage during any future enrollment period. Supplemental life insurance coverage is also available for an employee's dependent child(ren) over 6 months of age. Evidence of insurability is not required for child life insurance.

Voluntary Accidental Death and Dismemberment Insurance

The Company offers additional Accidental Death and Dismemberment insurance. This plan pays full benefits in the event of an accidental death, or a percentage of the benefit if other specific injuries occur as a result of an accident. Single or family coverage is also available. Employees are responsible for the entire cost of this insurance.

Supplemental Short-Term Disability Insurance

The Company provides employees the option to purchase supplemental short-term disability coverage with a benefit of 50 % to 60% of weekly benefits compensation to a weekly maximum benefit for up to 26 weeks if the employee becomes disabled from a covered accident, sickness or pregnancy. Any other income benefits an employee is eligible for may affect the benefits from this plan. Employees can choose either a 7-day or a 14-day elimination (waiting period) plan design. Evidence of insurability is required for employees enrolling in this plan at any time other than as a new hire. This is solely a monetary benefit and not a leave of absence.

Voluntary Supplemental Short-Term Disability Insurance

In states where disability coverage is mandated, the employee can supplement state coverage with the FNF Short-Term Disability plan (STD). The company plan is a buy-up option that pays the difference, if any, between what state coverage pays weekly and the STD plan Payment are subject to a weekly maximum.

Voluntary Long-Term Disability Insurance

The Company offers Long-Term Disability (LTD) coverage with payments that begin after 180 days of disability and continue until the later of age 65 or Social Security normal retirement age, if totally disabled. Evidence of insurability is required for employees enrolling in this plan at any time other than as a new hire. This is solely a monetary benefit and not a leave of absence.

ADDITIONAL VOLUNTARY BENEFIT OPTIONS

Full-time employees and part-time employees who work at least 20 hours a week are eligible to participate in the following plans: after a waiting period:

Supplemental Insurance Plans

The Company offers several supplemental insurance group plans that enhance the overall benefits package. Employees may enroll in one or all of the plans depending on their individual circumstances and family's needs, with the employees paying 100% of the premium. These benefits are paid independently from the Company medical plan, and the benefits are paid directly to the employee. Supplemental insurance is meant to cover costs that the employee may incur due to an illness or injury, such as co-payments, deductibles, loss

of earning power and family disruptions. These plans are described on the respective FNF or SL intranet sites.

Flexible Spending Plans

Participation in the Flexible Spending Plans allows employees to pay certain health care and dependent care expenses with pre-tax dollars.

The guidelines for these accounts are established by governmental regulations. The following is additional information on the health care and dependent care programs:

- **Health Care Spending Account:** Employees can deposit up to a predetermined dollar limit per year in this account to pay for medical, dental and vision expenses not covered by insurance on a pre-tax basis. This dollar limit may change annually. Employees reimburse themselves with these tax-free dollars for such things as medical and dental plan deductibles, coinsurance, co-payments, and the cost of physical exams, extra dental cleanings, childbirth classes, hearing exams, hearing aids and repairs, extra pairs of eyeglasses or contact lenses, and prescription sunglasses, etc.
- **Limited Health Care Spending Account:** Employees enrolled in a high deductible health plan who are contributing to a Health Savings Account can deposit up to a predetermined dollar limit to this account to pay for eligible expenses on a pre-tax basis. This limit amount may change annually. The Limited FSA has two components:
 - Limited Purpose phase – until you meet your medical plan deductible, the FSA reimburses for dental and vision expenses that are not covered under the medical plan
 - Post-Deductible phase – once you meet the health plan deductible, the FSA will reimburse for all qualified medical expenses, just like a regular Health Care FSA.
- **Dependent Care Spending Account:** Employees can deposit money, up to a predetermined dollar limit, into this account to pay for day care expenses for the care of a dependent child up to age 13 or a dependent adult. Employees can reimburse themselves using these tax-free dollars for such things as nursery school, day care center and summer day camp.

Legal Assistance Program

This voluntary program covers employees and their family members (including same-sex spouses where required by state law); it provides unlimited telephone advice and office consultations on personal legal matters (other than employment issues with the Company) with a participating plan attorney of his/her choice.

Transportation Program

The Company offers a Transportation Program, which allows employees to set aside money tax-free to pay for qualified transportation expenses incurred while traveling to and from work. This account works like a health care or dependent care flexible spending account – employees determine how much money they want to contribute to the program and this amount is deducted from their paycheck on a *pre-tax* basis. This means taxes are not taken from the money they spend on their qualified transportation expenses.

- **Mass Transit:** Money that you deposit in this account pays for mass transit expenses including a pass, token, fare card, voucher or similar item for transportation by mass transit or transportation provided by a commercial organization that transports people in a vehicle with a seating capacity of at least six adults. Annual contribution limits are determined by the IRS each year. Refer to the FNF or SL intranet site for current plan year limits.
- **Parking:** Money that you deposit into this account pays for qualified parking expenses incurred to park your car on or near the business premises of your office or expenses incurred to park your car at a location from which you commute to work by mass transit, a commuter highway vehicle or by carpool.

Annual contribution limits are determined by the IRS each year. Refer to the FNF or SL intranet site for current plan year limits.

Employees may enroll in the Transportation Program on a quarterly basis. You have the option to enroll, discontinue participation, or change your contribution level each quarter. Any excess funds at the end of each quarter will roll over for use during the next quarterly period. Re-enrollment is required at the end of each plan year.

Identity Theft Protection Plan

An identity theft protection program is also available, offering a solution that helps prevent your identity from being stolen before it happens.

Weight Watchers

Fidelity National Financial is committed to helping you reach your weight-loss goals and improve your overall health by offering a discounted price on either the Meetings OnLine Plus or Online Plus programs.

Nationwide Pet Insurance

My Pet Protection is offered exclusively to employees and gives your pet superior protection at an unbelievable price.

COBRA – Benefit Continuation

In accordance with federal law, most employers sponsoring group medical/dental/vision/FSA plans are required to offer employees and their families the opportunity for temporary extension of medical/dental/vision/FSA coverage. Detailed information will be mailed to employees within several weeks following termination by the COBRA provider.

RETIREMENT BENEFIT PROGRAM

The Retiree Benefit Program provides Company-sponsored medical and life insurance coverage to eligible retirees. To participate in a retiree medical program, employees must be enrolled in the Company's medical plan at the time of retirement. The retiree benefits for which employees are eligible depend on their age and years of service.

Regular employees who are age 55 or older and have at least 10 years of continuous service before terminating employment are eligible for this program.

More information/details on the above plans can be found under “Benefits” on the FNF or SL home page/intranet site.

RETIREMENT SAVINGS PLANS

EMPLOYEE STOCK PURCHASE PLAN

Eligibility/Enrollment

All employees who are eighteen years of age and have completed (90) days of employment are eligible to participate in the Employee Stock Purchase Plan (“ESPP”). Once the eligibility requirements are satisfied, employees will receive a Welcome Kit from Fidelity Stock Plan Services with information on how to enroll in the Plan. Eligible employees can enroll at any time, automatically through the Fidelity Stock Plan Services website or by contacting a Fidelity Stock Plan Services customer service representative. Employees can also change, stop or resume their contributions at any time.

As part of the enrollment process, employees will activate a brokerage account - known as a Fidelity Account - that will be used to manage their participation in the plan. Activating the Fidelity Account will ensure that participants are not subject to additional IRS mandated tax-withholding.

(Please Note: Fidelity Stock Plan Services is a division of Fidelity Investments and Fidelity National Financial, Inc. and Fidelity Stock Plan Services are not affiliated).

Employee Contributions

Employees can purchase FNF stock through convenient payroll deductions with a percentage of after-tax base earnings withheld each pay period. An employee may contribute between 3% to 15% of base salary or base salary plus commissions (contributions will not apply to commission earnings in excess of \$10,000 per month). Bonus and overtime earnings are not eligible for ESPP deductions.

The Company provides an employer match for those who participate in the FNF ESPP. **Participants of the ESPP will receive an employer matching contribution based on the contributions they have made to the Plan, during the corresponding quarter of the prior year. The employer match is made quarterly.** To receive the employer matching contribution, you must be an **active** employee at the time the employer match is made.

Officers & Employees with 10 Years of Service will receive a match equal to 50% of the dollars contributed to the Plan, based upon an average purchase price for the quarter (Assistant Vice Presidents, and above are considered Officers of the Company). If you attain 10 years of service or Officer Status in a given quarter, all contributions made during that quarter will receive the 50% match during the corresponding quarter of the following year.

Non-officers and employees with less than 10 Years of Service will receive a match equal to 33.3333% of the dollars contributed to the Plan, based upon the average purchase price for the quarter.

Please Note: The employer match is taxable and the Company will withhold from your pay the appropriate tax on your quarterly employer match over two pay periods

Share Accounting

Participants of the FNF ESPP Plan will have an Individual Brokerage account with Fidelity Stock Plan Services. Participants will hold actual shares of stock in their ESPP accounts and can track the price of the stock.

Through your Fidelity Account, you have access to additional investment products and services offered by Fidelity Stock Plan Services to help meet your overall financial goals, like saving for retirement, helping to pay for a child’s education, or buying a new home.

Money Movement

At any time a participant of the FNF ESPP can sell shares of their FNF stock, held in their Fidelity Stock Plan Services Individual Brokerage Account. The proceeds paid can be sent electronically to their bank account. (See *Plan Highlights* for additional information).

(Please Note: When selling shares through your Fidelity Account commissions and applicable fees will apply - see the Plan Highlights for additional information.)

Terminated Participants

Since participants will have an Individual Brokerage Account, the shares purchased in the Plan will remain in that account until they choose to sell them.

This material has been prepared and distributed by Fidelity National Financial, Inc. and Fidelity National Financial, Inc. is solely responsible for its accuracy. Fidelity National Financial, Inc. is not affiliated with Fidelity Investments (or any Fidelity entity.)

Stock Plan recordkeeping and administrative services are offered through Fidelity Stock Plan Services, LLC, Brokerage products and services are offered through Fidelity Brokerage Services, LLC, Member NYSE, SIPC

401(K) PLAN

Eligibility/Enrollment

With certain limited exceptions, all employees of the Company who are 18 years of age and have completed 90 days of service are eligible to participate in the Plan. Excluded from the Plan are non-resident alien employees, leased employees and employees who are classified as temporary, part-time or seasonal employees if they are not scheduled to complete 1000 hours of service during a Plan Year. In the event employees who are classified as temporary, part-time or seasonal employees and, who are 18 years of age, complete a 1000 hours of service in a Plan Year, they will be eligible to enroll in the Plan as soon as administratively practicable following the completion of 1000 hours of service.

Eligible new hires and those who have completed (1000) hours of service in a Plan Year are automatically enrolled in the Plan at a contribution rate of 3%. Newly eligible employees have 30 days from their eligibility date to “opt out” of the plan or change the automatic enrollment election. Automatic contributions taken are contributed to an age appropriate Lifepath Index Target Date Fund, managed by BlackRock. Auto enrolled employees have an additional (90) days from the date of their first contribution to request a refund and cancel participation. Employees can change, stop or resume contributions at any time, as well as, change their investment allocations. A Beneficiary Designation can be made on the Wells Fargo Retirement Plan website or by completing a Beneficiary form and sending it to Wells Fargo.

Employee Contributions

Employees can defer between 1% to 40% of eligible pay through pre-tax and/or after-tax Roth 401(k) payroll deductions. Contributions are withheld each pay period, up to the IRS maximum. This maximum is subject to annual change. Please refer to the Wells Fargo Retirement Plan website for this year’s maximum.

Company Match

The Company match is discretionary. Matching contributions, if made, are calculated based on a percentage of participant’s deferrals.

Catch-up Contributions

If an eligible employee is age 50 or over by the end of the calendar year, they may contribute an additional pre-tax “catch up” contribution, subject to the IRS maximum. This maximum is subject to annual change. Please refer to the Wells Fargo Retirement Plan website for this year’s maximum.

Vesting

Employee contributions and earnings are always 100% vested. Employer contributions are subject to the following vesting schedule:

<u>Years of Continuous Service</u> (anniversary date)	<u>Percentage of Match Vested</u>
Less than one year	0%
1 year, less than 2	34%
2 years, less than 3	67%
3 or more years	100%

Loans

The 401(k) plan allows an employee a maximum of two outstanding loans at any one time, subject to the terms and conditions of the Plan. However, if you have an outstanding loan against your 401(k) Plan, the balance is due and payable sixty (60) days after your termination date to avoid a loan default. If the loan is not paid within the Plan’s “cure period” (90 days), the unpaid loan amount will be offset from your vested account balance and will be treated as a taxable distribution to you. To avoid a taxable distribution, you will have until the due date of your Federal individual income tax return (including extensions) for the year in which the loan offset arises to complete a tax-free rollover (e.g., to an individual retirement plan) and repay the loan amount. A Form 1099 will be issued to you and taxes and penalties will be due on the offset loan unless you timely rollover and repay such offset amount.

Hardship Withdrawals

Participants of the 401(k) Plan may request a hardship withdrawal. Below is a summary of the IRS approved hardship withdrawal reasons:

- Health care expenses previously incurred by or amounts necessary to obtain health care for participant, participant’s spouse, dependents or non-custodial children, which have not been reimbursed by insurance.
- Cost directly related to the purchase of a home (including any down payment, excluding mortgage payments) of the participant’s principal residence.
- Tuition, room and board and related educational fees for the 12 months post-secondary education for the participant, or the participant’s spouse, children or dependents.
- Prevent eviction from participant’s principal residence or the foreclosure of mortgage on participant’s principal residence.
- Burial or Funeral expenses for participant’s parents, spouse, children or dependents.
- Repair damage to primary residence that would qualify for casualty deduction on individual tax-return without reference to the 10% AGI floor.

If you request a hardship withdrawal, you must first certify the funds required to satisfy your hardship are not available from any other source. Please refer to the Plan document or Wells Fargo for further details.

Withdrawals

The IRS placed restrictions on when money may be withdrawn from the 401(k) Plan. Employees may withdraw funds for the following reasons:

- Reaching Normal Retirement Age
- At age 59 ½
- Death
- Disability
- Termination of employment

The Summary Plan description provides more details about the Company's 401(k) Plan. This can be found under "Employee Benefits" on the FNF or SL intranet sites.

ADDITIONAL EMPLOYEE BENEFITS

A. VACATION POLICY

The Company provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. The Company believes that this time is valuable for employees in order to enhance their productivity and physical well-being.

Accrual

Regular full-time employees are eligible to accrue vacation time pro-rata over the course of the year based on years of active service according to the schedule below.

<u>Years of Continuous Service</u>	<u>Maximum Annual Vacation Accrual</u>
Less than 1-4 years of service	2 vacation weeks
5-14 years of service	3 vacation weeks
15 plus years of service	4 vacation weeks

However, certain classifications of employees may have different arrangements based on their work status. For example, employees who work less than a 40-hour work week, but at least 30 hours will accrue a pro-rata amount of vacation that is based on the average number of hours generally worked each week. Employees who work less than 30 hours per week (e.g., part-time employees) and temporary employees are not eligible for vacation pay.

New full-time employees will not accrue vacation for the first 90-days of employment. The accrual will begin on the 91st day following completion of the 90 day introductory period. However, this may or may not be indicated on the next pay stub depending on when in the pay period that 91st day falls.

State Variations

Some states have additional rules and requirements relating to vacation time. Therefore employees should refer to the State Addendum following the general handbook for additional vacation information regarding the state in which they work, if applicable. Otherwise, the general policy described above applies.

Vacation Accrual during a Leave of Absence (LOA)

Vacation time is not accrued during an unpaid leave of absence, unless federal or state law requires otherwise. Vacation accruals will recommence and reflect adjustments made during unpaid leave, when the employee returns to work.

Vacation Increments

Accrued vacation must be taken by eligible employees in increments of at least four (4) hours. It is the employee's responsibility to report to work at the end of the approved vacation time. Any employee who fails to report to work on the day after the vacation time granted expires (or contact their immediate supervisor within 24 hours for extenuating circumstances) generally will be considered to have voluntarily terminated employment.

Vacation Approval/Scheduling

Employees must provide their immediate supervisor with advance notice of when he/she desires to take vacation. All vacations must be approved in advance by the employee's immediate supervisor and reported to the local Human Resources Representative. Scheduling of vacations is to be done in a manner consistent

with the Company's operational requirements. Management will try, whenever possible, to accommodate employee requests. However, operational needs of the Company may require the employee to select alternate dates. In the event that two or more employees have requested vacation time covering the same period, but for operational reasons both cannot be absent at the same time, preference typically will be given to the employee with more seniority. The Company reserves the right to mandate the use of vacation time in certain instances, to the extent permitted by applicable law.

Holidays Occurring during Vacation

If an observed Company holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday. An employee may add to his or her vacation period by adding to or using the holiday observed in place of accrued vacation time.

Carryover

Unless otherwise mandated by applicable state law, all vacation balances must be taken by the end of each calendar year or the employee will lose it (i.e., no vacation balances will carry over into the next year). See State Addendum.

Pay

Vacations are paid at the employee's base rate of pay at the time of absence for the number of hours the employee otherwise would have worked that day. Paid vacation will not be considered hours worked for purposes of calculating overtime.

Vacation Pay on Termination

On termination of employment, the employee will be paid all prorated or accrued (depending on the state) but unused vacation hours at the employee's base rate of pay at the time of his or her termination, unless their work status calls for a different payout arrangement.

Definition of "base rate of pay"

Under no circumstances, however, does "base rate" include any overtime, commission, bonus or other compensation in any form above an employee's base hourly rate for non-exempt employees, or the effective base hourly rate of exempt employees, unless otherwise required by applicable law. To calculate the base hourly rate for an exempt employee, take the number of hours in the work week, times 52, then divide by the base annual salary. Example: for an exempt employee whose base annual salary is \$24,000 and works 32 hours per week, the calculation would be \$24,000 divided by 1664 (32 hrs/wk x 52 wks/yr) = \$14.42 base hourly rate.

If the employee leaves the Company and has taken more vacation than he/she has accrued, the Company will recover any vacation pay owed from the employee's final pay, unless state law requires otherwise.

Credit for Service Upon Rehire

If an employee is rehired within ninety (90) days, the employee is entitled to accrue vacation at the same rate as when he/she left. Otherwise, the Company, at its sole discretion, may credit re-hired employees for prior years served with respect to the rate at which vacation is accrued.

B. HOLIDAY POLICY

Full-time employees are currently eligible for 10 Company-paid holidays per year including traditional and personal choice (“floating”) holidays. Exempt employees are eligible upon hire for traditional holidays (but not “personal choice”). Non-exempt employees are eligible on the first of the month following 90 days of employment. Part-time and temporary employees are not eligible for paid Company holidays, nor are employees on a Leave of Absence.

Traditional Holidays

The Company recognizes certain days of historic or religious importance as holidays. Shortly before the beginning of each calendar year, an official list of Company holidays for the next year is distributed to employees. This list will be posted on the respective FNF and SL intranet sites. If the holiday falls on a Saturday, the holiday is typically observed the Friday before, and if the holiday falls on a Sunday, the holiday is typically observed the Monday after.

Notwithstanding the above, each division, department or operation may elect to cancel a Company observed holiday, require an employee to work a holiday and/or alter the annual holiday schedule to accommodate business requirements and demands in different geographic locations throughout the country. The Company also reserves the right to add, modify, or delete a holiday currently being offered without notice if business demands warrant such action.

Personal Choice Holiday aka “Floating” Holiday

The FNF and SL policies regarding Personal Choice Holidays can be found on their respective intranet sites. The FNF policy is under the Employee Resources section. The SL policy is located in the ServiceLink Employee Policies under the General Human Resources Information section on the SL intranet site.

Holiday Pay

Holidays will be paid at the employee’s base rate of pay (at the time of the holiday) times the number of hours the employee otherwise would have worked that day. To be eligible for holiday pay, a non-exempt full-time employee must be regularly scheduled to work on the day on which the holiday is observed and must work his/her regularly scheduled working days immediately preceding and following the holiday, unless an absence on either day is approved in advance by management. The Company may, in its discretion, require some or all employees to work on scheduled holidays. If a non-exempt full-time employee works on a regularly scheduled Company holiday, the employee is entitled to receive pay for hours worked at the regular rate of pay, plus any additional pay if legally required, and will either receive an additional personal choice/floating holiday or be paid for the holiday.

For non-exempt full-time employees, any paid time off for holidays will **not** be counted as hours worked for the purpose of determining whether or not overtime pay is owed for that workweek.

Holiday Policy for Terminating Employees

Terminating employees, whether leaving voluntarily, laid off or terminated, do not receive pay for unused personal choice/floating or traditional holidays, unless state law requires otherwise.

C. SICK DAY POLICY

Sick days are a benefit intended to provide a cushion for incapacitation due to illness. It is to be used only when actually required to recover from illness or injury; sick days are not for “personal absences.” Sick days can also be used for medical examinations, treatments, and to care for an employee’s sick family members

(e.g., ill child, parent, spouse or domestic partner*) pursuant to applicable federal, state or local law. ***To the extent any applicable paid sick time/leave law or ordinance provides any greater rights than set forth in this policy, such provisions are incorporated by reference for covered employees.***

*Note: "Domestic partner" does not have a federal regulation governing this relationship, i.e., one with legal rights between two persons who are not married, either of the same or different sexes. Therefore, the Company will use whatever the state or other jurisdiction (e.g., city or county) recognizes as a domestic partnership for purposes of benefit eligibility. If the jurisdiction requires registration and/or a formal Domestic Partnership/Cohabitation Agreement, then that will also be required by the Company. If this relationship is not recognized by an applicable jurisdiction, then the Company does not recognize it either for benefit purposes.

Paid sick days are available to full-time employees. Paid sick days begin to accrue on the first day of employment, but do not vest and become available for use until the employee successfully completes 90 days of employment. Full-time employees who work at least 40 hours per week will receive 1.54 hours of sick day accrual per bi-weekly pay period** (based on a work week of 5 days a week, 8 hours a day). Full-time employees who regularly work at least 30 but less than 40 hours per week will accrue a pro-rata amount of sick days. Unused sick days continue to accrue on a month-to-month, year-to-year basis, up to a maximum accrual of 15 days (e.g., 120 hours for a full-time employee who works 40 hours per week). Once an employee's sick day accrual reaches 15 days, no more sick days will accrue until the employee has used some sick time. However, for employees in states that cap accrual for the year, once that cap is reached sick time will not continue to accrue until the following calendar year.

**For states, municipalities or counties that have their own sick leave laws, if these provide a more favorable accrual rate for the employee, then that rate takes precedence. Some of these regulations also mandate sick time accrual for part time or temporary employees. Please see the applicable state supplement in the Handbook Addendum for details on these regulations.

Sick days may be taken in increments of one hour. The Company does not provide pay in lieu of unused sick days. There is also no advancement of sick pay. Sick days will be paid at the employee's base rate of pay at the time of absence times the number of hours the employee otherwise would have worked that day.

Paid sick days off will **not** be counted as hours worked for the purpose of determining whether or not overtime pay is owed for that day or workweek.

Employees who leave the Company, either voluntary or involuntary, will not be paid for unused, accrued sick days.

Additional Information on Sick Leave:

- In order to qualify for paid sick days, employees must notify their supervisor as soon as possible, but prior to their normal starting time, unless it would create an undue hardship (such as in case of an emergency).
- To the maximum extent permitted by applicable law, if you are absent due to illness for three (3) days or more, reasonable medical documentation and/or certification of your need for sick days and/or your fitness to return to work, satisfactory to the Company, may be required before sick days will be given (or before you will be permitted to return to work), depending on individual circumstances.
- If management believes that sick days have been misused, sick pay may not be awarded and the absence from work may be considered unexcused and unpaid unless otherwise required by applicable law.

D. SCHOLARSHIP PROGRAM

Purpose: The Company offers a scholarship program for qualified employees' dependents to assist them financially toward the attainment of a bachelor's degree at an accredited four-year college or university. Prior to the scholarship application process, the Company determines the amount of the award and number of recipients for the academic year.

Eligibility: Any legal dependent of a full-time employee who has been employed for at least one year prior to the application process (on or around May of each year) with Fidelity or a company majority owned by Fidelity is eligible to apply for a scholarship. **New applicants must be at least a graduating high school senior and have an un-weighted GPA of 3.5 or above.**

Selection Process: Selections will be made by a committee comprised of managers from all Company brands and divisions. Selection will be based without regard to the parents' position or income.

Renewal: Recipients may continue to obtain scholarship funds by providing evidence of satisfactory progress and achievement (i.e., transcripts). **Renewals will be granted based on maintenance of a GPA of 3.5 or above, a full-time course load (minimum 12 credit hours), plus continued attendance at an accredited four-year college or university. Recipients will still be required to complete an application each year and submit it to the Corporate Human Resources Department along with an official transcript.**

Scholarship Amount Disbursement: The scholarship amount must be used for tuition, books, and technology fees. The scholarship does not cover room/board or miscellaneous fees. The awards will be disbursed upon receipt of tuition and book invoice(s) for the school year. Upon acceptance into the program, the recipients will be advised of payment date(s) and amount(s) depending on their institution's schedule.

In order to receive scholarship money, the parent of the applicant must be employed by the Company at the time of disbursement. However, if the employee has been terminated due to a reduction in force and the applicant is applying for a renewal scholarship and meets all the required criteria by the deadline date, the applicant will continue to receive money for the balance of the academic year. No further renewal scholarships will be accepted or funded once the student has completed the current academic year.

If the applicant is a new applicant and there is a reduction in force affecting the parent prior to the Scholarship Selection Committee completing the selection process for new scholarships, the application will be disqualified. If, however, the new applicant has been awarded a scholarship and the employee/parent is laid off in the middle of an academic year, the student will continue to receive funding to the end of that academic year. No further scholarship money will be available.

Termination: The Company reserves the right to modify or terminate this program without notice at any time if economic conditions, business climate and/or shareholder concerns warrant the change.

Additional information and application form can be found under Employee Programs on the FNF intranet site.

E. EMPLOYEE REFERRAL PROGRAM

This Program was established to reward employees who have referred a qualified individual for an eligible job opening with the Company. The Company posts job openings in appropriate designated locations, including the Company's intranet. If an employee refers an applicant and that applicant is subsequently hired and successfully completes the ninety (90) day introductory or trial period, the employee shall be entitled to a monetary award. The referred applicant cannot have been previously employed by the Company nor any

of its divisions; this includes anyone who previously worked as a contractor through a 3rd party. Please refer to the Fidelity or ServiceLink intranet sites for more details on their respective programs and to get the applicable forms and procedures.

F. SERVICE RECOGNITION AWARDS

The Service Recognition Award Program is designed to recognize full-time and part-time employees for their contribution, commitment and service to the Company. Employees eligible for awards are those celebrating anniversaries for 5, 10, 15, 20, 25, 30, 35, or 40 plus years of service. Information regarding this program will be distributed to employees prior to their anniversary date by the Corporate Human Resources Department or their designated vendor representative.

G. EDUCATIONAL REIMBURSEMENT

The Company does not have any corporate-wide, specific educational reimbursement program or policy. Each operation has the discretion to establish its own policies, procedures and guidelines to accommodate business requirements and demands. Any reimbursement program established will be funded entirely by the local operation and/or business unit.

H. EMPLOYEE DISCOUNT ON TITLE INSURANCE

Except as restricted under state law, as an employee of the Company you may receive an “employee” discount on title charges you incur for owner’s and/or loan title insurance premiums and escrow services involving the sale, purchase or refinance of your primary residence, when title evidence is provided by a Company-owned office. (This discount may not apply to transactions handled by an agent.)

To be eligible for the discount, you must be a full-time employee, must have successfully completed 90 days of employment, and must be the applicant on the title insurance application. Depending on the state, the “discount” may be in the form of a waiver of fees or a reimbursement. The discount is, however, discretionary and determined solely by local management in the area where your real property is located. Business and economic conditions factor into local management’s decision.

For information and questions, please email: settlement@fnf.com.

LEAVES OF ABSENCE

A. FAMILY AND MEDICAL LEAVE (FMLA)

Eligibility Requirements

Employees are eligible for FMLA if:

- The employee has more than 12 months of service in the preceding seven years (limited exceptions apply to the seven-year requirement);
- The employee has worked at least 1,250 hours during the previous 12- month period*; and
- The employee is employed at a work site where there are 50 or more employees within a 75 mile radius. **

*Special hours of service eligibility requirements apply to airline flight crew employees.

****Note:** The “50 employees within 75 miles” threshold currently does not apply. All FNF locations will be eligible for FMLA

Basic Leave Entitlement

The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave in a 12 month period to eligible employees for certain family and medical reasons. The 12 month period is determined on a “rolling” 12 month period dating back from the time the employee requests leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee’s child after birth, or in the employee’s home of a child for adoption or foster care;
- To care for the employee’s spouse (including domestic partner*), child** or parent (but not in-law) who has a **serious health condition**;
- For the employee’s own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee’s job; and/or
- Because of any **qualifying exigency** arising out the fact that the spouse, son, daughter, or parent of the employee is a covered military member on covered active duty or has been called to covered active duty status (or has been notified of an impending call or order to covered active duty status) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country.

***Domestic Partner” does not have a federal regulation governing this relationship, i.e., one with legal rights between two persons who are not married, either of the same or different sexes. Therefore, the Company will use whatever the state or other jurisdiction (e.g., city or county) recognizes as a domestic partnership for purposes of FMLA or other benefit eligibility. If the jurisdiction requires registration and/or a formal Domestic Partnership/Cohabitation Agreement, then that will also be required by the Company. If this relationship is not recognized by an applicable jurisdiction, then the Company does not recognize it either for benefit purposes.

** An employee may care for his/her adult child (over age 18) if the child is incapable of self-care and has a physical or mental disability as defined by the ADA. Additional information may be requested from the employee to certify the need for such leave.

Leave to care for the employee’s child after birth, or placement for adoption or foster care must be taken within one (1) year of the child’s birth or placement.

A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

Military Caregiver Leave

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered service member** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

A **covered service member** is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered service members also includes a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

Job Benefits and Protection

If applicable, during FMLA leave, the Company must maintain health coverage under any "group health plan" on the same terms as if the employee had continued to work. If paid time off is substituted for unpaid leave, the Company will deduct the employee's portion of any applicable health plan premium as a regular payroll deduction. If the employee's leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month. The Company may cancel coverage if payment is more than 30 days late. If employees do not return to work at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave. For purposes of this paragraph, an employee will be considered to have returned to work if he or she returns to work for at least 30 calendar days, or if he or she retires at the end of the FMLA leave period or within 30 days thereafter.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee's leave.

Use of Leave

Spouses who are both employed by the Company may take a maximum combined total of twelve (12) weeks of FMLA leave in a 12-month period for the birth, adoption or foster care of their child.

FMLA continuous leave taken for the birth, adoption or foster care placement of a child must be commenced within one year of the birth, adoption or placement. FMLA intermittent or reduced schedule bonding leave is at local management discretion and must be requested/approved in advance. In addition, it should follow an agreed upon schedule of absences and only approved up to the amount of FMLA eligible leave the employee has available.

FMLA leave for the employee's own serious health condition, or for the serious health condition of the employee's spouse, parent or child, or for qualifying exigencies, may be taken intermittently or on a reduced schedule where medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt Company operations. If leave is taken intermittently or on a reduced schedule, the Company retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

Substitution of Paid Leave for Unpaid Leave

Employees must use vacation, personal choice/floating holiday and/or sick time while on unpaid, continuous* FMLA leave or other Leave of Absence **unless**:

- Employees are enrolled in disability plans through the Company, and/or work in a state where disability coverage is mandated, where a percentage of replacement income is paid (not full salary)**
- For employees who have suffered a work-related injury or illness (Workers' Compensation) that qualifies as a serious health condition under FMLA, and are being paid a percentage of replacement income.

*For intermittent or reduced schedule FMLA, the employee must use PTO or a mix of PTO and FMLA-unpaid hours for time missed. This applies to both exempt and non-exempt employees covered under FMLA approved leave.

**For FMLA and other leaves of absence that are eligible for disability payments or other income replacement plans, the Company policy requires use of accrued/earned sick, vacation and/or floating holiday hours during initial waiting periods.

Notwithstanding the above, upon request, the Company will allow employees to use accrued vacation, personal choice/floating holiday and/or sick time to supplement any paid disability, Workers' Compensation, or other income replacement benefits in order to receive the equivalent of full pay, i.e., to "make them whole." However, they may elect to use only a few hours per week instead, primarily to cover their insurance premiums, but in no case should they receive more than the equivalent of full pay.

Neither the receipt of disability benefits nor Workers' Compensation benefits nor the substitution of paid time for otherwise unpaid FMLA/LOA time extends the maximum amount of leave time to which an employee is eligible under the applicable leave regulations.

Employee Responsibilities

Fidelity's Absence Management program is now administered by a 3rd party provider, FMLASource. Except where the leave is ***not*** foreseeable, you must report your absence as follows:

- Contact your manager and local HR Representative as soon as you know you're going to be absent or tardy for reasons covered under FMLA and/or a state regulated leave; and

- Contact FMLASource if:
 - Your absence will be more than 5 consecutive days for your own illness or injury; or
 - You are or will be absent for any period of time that may be protected under FMLA as noted above under “Basic Leave Entitlement”, and/or under a state regulated leave.
 - If you are unsure about your eligibility, contact FMLASource.

To request a leave of absence, log onto www.fmlasource.com or call 1-877-GO2-FMLA (1-877-462-3652). You will need your company employee ID number. If you don’t know what that is, please contact your local HR administrator.

FMLASource will:

- Ask questions pertaining to the leave request, answers to which are needed to evaluate eligibility to take FMLA leave;
- Send written information to the employee (i.e. eligibility notices, medical certifications, etc.), to confirm the status of the request, applicable policies and benefits the employee may be eligible for;
- Send additional paperwork applicable to the type of leave requested.
- Copy the employee’s local Human Resources Representative on documentation sent to the employee.
- Track absences under regulated leaves on behalf of the Company, as required by law; in addition, FMLASource will track company personal leaves of absence (see section further down on PLOAs).

For foreseeable events, the employee must provide thirty (30) calendar days’ advance written notice to the Company of the need for FMLA or other protected leave. For events which are unforeseeable but are not emergencies, the employee must notify the Company in writing as soon as he or she learns of the need for leave, ordinarily no later than one (1) to two (2) business days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the Company’s business. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the leave may be denied until at least 30 days after the date the employee provides notice of the need for FMLA leave.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Requests for FMLA leave should also include the anticipated date(s) and duration of the leave. Any requests for extensions of a FMLA leave should be received at least five (5) days prior to the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the FMLA leave. Within five (5) business days of receipt of your request, absent extenuating circumstances, FMLASOURCE will provide you with an “eligibility” notice as to whether or not you may take FMLA and a “designation” notice as to whether or not your leave will be designated as FMLA. If eligible, a notice of your rights and responsibilities will be included.

Medical Documentation: Employees are required to provide certification and periodic recertification supporting the need for leave. Any request for FMLA leave to care for a child, spouse or parent with a serious health condition must be supported by medical documentation from a health care provider. Employees must provide the required medical documentation within 15 calendar days of the request for documentation, unless it is not practicable under the circumstances to do so. Failure to provide the required medical documentation may result in the denial of foreseeable leaves until such documentation is provided. In the case of

unforeseeable leaves, failure to provide the required medical documentation within 15 days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by updated medical documentation.

The medical documentation for a child, spouse or parent with a serious health condition should include at a minimum: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) the health care provider's estimate of the amount of time needed for family care; and (d) the health care provider's assurance that the health care condition requires family care or medical leave.

The medical documentation for leave for the employee's own serious health condition shall include: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; and (c) the employee is unable to return to work. If the information received by the health care provider is insufficient to evaluate the employee's request for a leave, the Company is entitled to request additional information, including medical documentation.

Recertification of Leave: When employees apply for leave under FMLA, they are required to furnish medical certification to confirm that the leave qualifies. FMLA allows employers to periodically request recertification of a leave. Recertification of open intermittent leaves will be required at least every 6 months.

Fitness-for-Duty (FFD) Certification: An employee that has been on leave due to his or her own serious health condition has the same obligation to comply with the FFD certification process as in the initial leave certification process. FFD certification by the employee's health care provider will be required in order to return to work and must address the ability of the employee to perform essential job functions. If an employee fails to provide this certification, the employee may lose his/her rights to reinstatement under the law. For intermittent leave, the Company may require FFD certification every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties.

Applying for Disability Pay: Employees enrolled in disability benefits plans through the Company, and/or who work in a state where disability coverage is mandated must request the forms from the applicable insurance provider and apply for this pay themselves. This is not automatic and not done by FMLASource (described below) nor the Company on an employee's behalf. Note: the forms required for disability pay are separate from those required for leaves of absence.

Employer Responsibilities

The Company will inform employees requesting leave whether they are eligible under the FMLA or other regulated leave. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, they must be given a reason for ineligibility.

The Company will inform employees if leave will be designated as FMLA and/or state-protected and the amount of leave counted against the employee's leave entitlement. FMLASource will make this determination on behalf of the Company and notify the employee.

Unlawful Acts by Employer

FMLA makes it unlawful for the Company to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

If you believe that the Company has violated either of these obligations, please report your concerns to the Company's Human Resources Department.

Enforcement

Employees may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law, which provides greater family or medical leave rights.

B. PERSONAL NECESSITY LEAVES OF ABSENCE (PLOA)

If you do not qualify for a statutory leave under Federal and/or State or local law, the Company, under certain circumstances, may grant you a personal necessity leave of absence without pay (PLOA). This leave may be requested for a medical reason for yourself or a family member, and if so medical certification will be required. The leave may also be requested for non-medical reasons. Normally, a personal leave of absence may be granted for a period of up to 60 days, but not longer than 90 days (3 months). Under unusual circumstances, a personal leave may be extended provided that a written request for an extension is made prior to the expiration of leave, and the request is granted. Additional certification will be required for leaves taken due to medical reasons.

Except in cases of emergency, at least two (2) weeks before the start date you should consult your local HR Representative and initiate a leave request with the Company's 3rd party leave administrator, FMLASource.* PLOA requests will also be coordinated with Corporate Leave Management to ensure that they are handled consistently and in compliance with FNF's leave policies. Requests for such leave will be evaluated on a case-by-case basis, taking into consideration the purpose of the leave request. The employee's manager will evaluate the work record and the needs of the Company at that particular time to determine if the leave request can be granted.

If granted, employees who do not qualify for any type of disability or workers' compensation payments will be required to exhaust all accrued/earned vacation and sick time. During your leave, you will not accrue vacation, holiday or sick days. During this personal leave period, the Company is not required to continue to pay for your participation in the Company's group health plans. .

A least one (1) week before the expiration of your leave, you must notify FMLASource of your expected return date. They will notify your HR Representative. Upon completion of the PLOA, the Company will attempt to return you to your original job, or to a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed, unless required by law.

Failure to advise FMLASource and your manager or local HR Representative of your availability to return to work, failure to return to work, or your continued absence from work beyond the time approved by the Company, will be considered a voluntary resignation of your employment.

* Contact FMLASource by sending an email to FMLACenter@FMLASource.com or call them toll free at 877-GO2-FMLA (1-877-462-3652).

C. MILITARY LEAVE

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable Company policy. Advance notice of military service is required, unless military necessity prevents such notice of any United States military commitments to their Manager and Human Resources. Duty orders must be submitted immediately to Human Resources upon receipt from the military.

All full-time employees that have at least one (1) year of service with the Company that are called up to active duty in either the Reserves or the National Guard will receive wage continuation payment for the first six (6) months of such active military service. This wage continuation payment will be equal to the difference between the called up employee's base salary that the employee was making before being called up and the military pay that is being received while on active military service. In accordance with FLSA requirements, exempt employees who take military leave and work for the employer in the same week will be paid for the entire week. For all full-time employees with less than one year of service, military leave will be unpaid, however, such employees may elect to use any available PTO toward the absence.

Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled work day after the end of service, plus eight (8) hours and allowing reasonable travel time. Employees on military leave between 31-180 days have fourteen (14) days from the end of their service to report back to work. Those employees who service is more than 180 days must return to work within ninety (90) days of the end of their military service. Note: Employees on military leave longer than thirty (30) days must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits, including vacation, sick leave, and service accruals, based on length of service.

For the first six months of such active military service, affected employees can elect to continue their (and their family's) medical and dental coverage at the same rates that active employees pay. Continuation of health insurance benefits is available as required by USERRA based on the length of leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

If a military absence exceeds six (6) months, employees will be eligible to continue coverage under COBRA. Please note that the continuation of medical and dental coverage described in the preceding paragraph is elective and is pursuant to the employee's rights under COBRA. These six (6) months of elective coverage at employee rates is the first six (6) out of the standard eighteen (18) months of COBRA coverage available to all employees pursuant to federal law. The only difference between a military leave situation and a regular COBRA situation is that if COBRA is elected in a military leave situation the Company will continue to pay the employee's share of the coverage for the first six (6) months of active military service.

For additional information and/or the specific provisions regarding military leave, contact the FNF or SL Corporate Human Resources Department or your local Human Resources Representative.

D. BEREAVEMENT LEAVE

Full-time employee may be granted up to three (3) days of paid bereavement leave due to the death of a current spouse (including same-sex, domestic, or civil-union partner), child, mother, father, sister, brother, grandparent or grandchild.* Non-exempt full-time employees must complete 90 days of employment in order to be eligible for paid bereavement leave. If time off for bereavement is needed before completing 90 days of employment, leave is unpaid. Bereavement leave of up to three (3) days may be granted at management's discretion due to the death of a family member not specifically listed above due to individual family circumstances. *Note: ServiceLink employees please refer to the ServiceLink Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site for a list of applicable family members.

Employees must inform their supervisor of the need for bereavement leave. The Company reserves the right to request proof of the death and relation to the deceased to substantiate the leave. Any misrepresentation or

falsification of facts to substantiate a leave will be considered grounds for disciplinary action, up to and including termination of employment.

Payment for bereavement leave shall consist of eight (8) hours pay at the employee's regular straight-time rate. Hours paid for bereavement leave will not be considered hours worked for the purpose of calculating overtime

E. VICTIMS OF DOMESTIC VIOLENCE LEAVE

Employees who are victims of domestic violence may take time off, without pay, to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. Employees may also take time off to obtain any relief, including, but not limited to, restraining orders to help ensure their safety and/or that of their child(ren).

Employees requesting time off must provide the Company with reasonable notice unless an unscheduled or emergency court appearance is required for the employee's health, safety or welfare of his/her child. Employees may use their accrued vacation for time taken off under this policy. If they do not have any accrued vacation time, they are entitled to use their sick time accrual. To the extent any applicable law or ordinance provides any greater rights than set forth in this policy, such provisions are incorporated by reference for covered employees.

F. PARENT/SCHOOL EVENT LEAVE

The Company encourages its employees to be involved in the education of their child(ren). Parents, guardians and grandparents with custody of school age children (K-12) are eligible for up to forty (40) hours of leave each school year to participate in school-related activities of their child(ren). Employees must use accrued vacation time for such leave, if available and unless otherwise prohibited by applicable law.

The employee must personally notify his/her supervisor as soon as the employee learns of the need for the planned absence. Employees will be denied time off if they do not provide their supervisor with adequate notice. The Company may require verification of the school-related activity, if necessary. Employees are requested to schedule individually scheduled activities, such as parent/teacher conferences, during non-working hours. Employees who request leave for unauthorized purposes will be subject to discipline, up to and including termination of employment. To the extent any applicable law or ordinance provides any greater rights than set forth in this policy, such provisions are incorporated by reference for covered employees.

G. CIVIC DUTIES

Voting Leave

The Company encourages all employees to fulfill their civic responsibilities and vote in all official public elections. Generally, the hours when the polls are open are such that an employee will have ample time to cast his/her vote before or after working hours. If, however, there are less than three (3) consecutive hours between the opening of the polls and the beginning of his/her regular shift, or between the end of his/her regular shift and the closing of the polls, the employee is entitled to take time off from work to vote. An employee may take such time as will provide him/her with a total of three (3) consecutive hours between the beginning of his/her shift and the time that the polls open, or three (3) consecutive hours between the end of his/her shift and the time that the polls close. An employee must apply for this additional time, if needed, by informing his/her supervisor as soon as possible, but generally no later than the day before the election. The Company may specify the hours that an employee may take under this policy except where prohibited by

applicable law. Additional leave, with or without pay, will be provided to the extent required and in accordance with applicable law.

Jury Duty Leave

The Company realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Any employee receiving a call to jury duty must notify his/her supervisor immediately so management may plan for the absence with as little disruption as possible to the workflow. You are expected to provide the Company with proper notice of your request to perform jury duty and with your verification of service. You also are expected to keep management informed of the expected length of your jury duty service and to report to work for the major portion of the day if you are excused by the court. If the required absence presents a serious conflict for management, you may be asked to try to postpone your jury duty.

Please see the respective FNF and SL intranet sites for their respective policies concerning compensation of employees on jury duty. The FNF policy is under the Employee Resources section. The SL policy is located in the ServiceLink Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site.

Witness Duty Leave

If you receive a subpoena to appear in court, please notify your supervisor immediately. The Company does not compensate employees while they are out on witness duty, unless federal or state law requires otherwise; or unless the witness duty is on behalf of the Company and/or Company business. You are expected to return to work as soon as your service as a witness is completed.

WORKPLACE RULES

A. PROBLEM RESOLUTION

Purpose and Scope

The Company has an “open door” policy in which employees can participate in decisions affecting them and their daily professional responsibilities. The Company strongly believes that employee concerns are often best addressed through this type of open communication.

This policy is also intended to cover complaints made either by or against third parties, as long as the complaints arise out of the normal course of an employee’s work at the Company. For example, the Company will investigate complaints filed by outside vendors against you as a Company employee, or filed by you as a Company employee against outside vendors, as long as the conduct at issue occurred in connection with your responsibility at the Company.

This policy does not apply to termination decisions or situations in which the Company has established separate reporting procedures, such as harassment.

Procedure

If employees disagree with the established rules of conduct, policies or practices, they can express their concern through the following steps:

- 1) An employee can present the problem to both his/her immediate supervisor after the incident occurs and his/her local Human Resources Representative. If the supervisor and/or his/her local Human Resources Representative is unavailable or if the employee believes it would be uncomfortable to contact this person for any reason, the employee may present the problem to the Department Head or next level of management.
- 2) If the employee does not believe that his/her concerns have been adequately resolved after attempting an informal resolution or if the employee believes it would be uncomfortable to contact the Department Head or next level of management for any reason, as set out in the first paragraph above, he/she can contact the FNF or SL Corporate Human Resources Department and request a formal review of his/her complaint. Although the Company would prefer a written request be submitted, it is not required. Alternatively, the employee can: call the Compliance and Ethics Hotline at 855-FNF-TIPS (855-363-8477) or submit a report online at www.reportlineweb.com/fidelitynationalfinancial.

The hotline is operated by an independent third-party vendor and is available 24 hours a day, 7 days a week. You may remain anonymous when calling the hotline; however, you are encouraged to leave your name and contact information in case additional information is required to thoroughly investigate the matter.

If the request for a formal review is in writing, it should describe in reasonable detail the reason for the complaint, including, but not limited to: the individual(s) involved, the action or treatment giving rise to the complaint, the approximate time period involved, the identity of any known witnesses who can corroborate the claim, the description or copies of any documents that support the employee’s position and what remedy is sought.

Investigation

Once the employee has submitted either a written or oral request for a formal review, the complaint will be investigated promptly and thoroughly by either the Corporate Human Resources Department or its designated

representative (which may include, at the Company's option, an outside consultant). The investigation typically will include interviews with appropriate individuals and review of any relevant documents. All employees have an obligation to fully cooperate in this investigation or be subject to discipline up to termination.

After the investigation is concluded, the Corporate Human Resources Department or its designated representative typically will discuss the results of the investigation, if applicable and appropriate under the circumstances, and any remedies sought or the Company proposes. No employee will be harassed, discharged or otherwise retaliated against solely as a result of having utilized this process in good faith.

Not every problem can be resolved to everyone's total satisfaction, but through understanding and discussion of mutual problems, employees and management can develop confidence in each other. This confidence is important to the operation of any efficient work environment.

B. GENERAL POLICY AND STANDARDS OF CONDUCT

The Company requires employees to conduct themselves in accordance with the highest professional standards. Employees are required to comply with all applicable laws, rules, and regulations. All employees are expected to perform at a high standard of reliability, quality of work, and quality of service to our Company and our customers. Failure to meet these high standards is considered grounds for disciplinary action, up to and including termination of employment.

The Company strives to take a constructive approach to disciplinary matters to ensure actions which would interfere with operations or an employee's job are not continued. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following list of prohibited conduct is not intended to be comprehensive. Nor does it alter the nature of the "**at-will**" employment relationship between the employee and the Company. However, it is representative of types of interactions that may result in disciplinary or corrective action, including, but not limited to, oral warning, written warning, suspension or termination of employment, as determined in the sole and absolute discretion of the Company.

Examples include:

- Falsifying employment records, employment applications, time records or other Company documents or records
- Engaging in, or being reasonably suspected of engaging in, acts of theft or fraud
- Violating the Company's Code of Business Conduct and Ethics or failing to report any actual or suspected illegal or unethical conduct. See previous section for how to contact the hotline.
- Violating the Company's Cooperation Agreement
- Removing or borrowing Company property without prior authorization
- Violating the Company's Policy against Harassment, Discrimination and Bullying
- Use of Company equipment, time, materials or facilities, including the Company's technical resources, in violation of Company policy
- Fighting or threatening violence in the workplace, intentionally harming another person, or any other violation of the Company's Workplace Violence Prevention Policy
- Carrying firearms or other dangerous weapons on Company premises (except where state or local law may allow)
- Engaging in criminal conduct, whether or not related to job performance, subject to applicable law
- Failure to notify Company within 5 calendar days after conviction of a criminal offense, including drug violations, whether occurring in or out of the workplace, or any other violation of the Company's Alcohol and Drug Policy
- Working overtime without prior authorization or refusal to work assigned overtime
- Failure to obtain permission to leave work for any reason during normal working hours and not observing work schedules

- Failure to provide medical documentation when requested or required to do so (except where applicable law limits such request or demand)
- Wearing unprofessional, inappropriate or extreme styles of dress or hair during working hours
- Violation of any safety, health, security or Company policies, rules or procedures
- Unauthorized disclosure of proprietary and/or confidential business information
- Engaging in conduct which creates a conflict of interest or the appearance of a conflict of interest
- Transacting personal business during working hours or using Company property for personal reasons without authorization
- Failure to satisfactorily perform the requirements of the employee's position
- Violation of the Company's policies and practices
- Excessive absenteeism or tardiness
- Insubordination

Obviously, not every type of misconduct can be listed. The Company reserves the right to impose discipline up to and including termination. The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

ServiceLink employees: please refer to the ServiceLink Supplemental Employee Policies under the General Human Resources Information section on SL intranet for additional information on the SL Discipline Policy.

C. ATTENDANCE AND PUNCTUALITY

As an employee of the Company, you are expected to be punctual and regular in attendance. Any tardiness or unexcused absence causes problems for your co-workers and supervisor. When you are tardy or absent, others must perform your workload, just as you must assume the workload of others who are tardy or absent.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal and rest periods or authorized Company business. Late arrival, early departure or other absences during scheduled hours are disruptive and must be avoided.

If an employee is unable to timely report to work on any scheduled workday, the employee must personally notify his or her supervisor as far in advance as possible, but at least one hour before his/her scheduled starting time. If the employee calls less than one hour before the scheduled start time, he/she will be considered tardy for that day, except in cases of emergency. Employees should also inform their supervisor of the expected duration of any absence. If an employee is not able to report to work on a scheduled workday, he/she must call in to report the absence. The only exception is in the case of a pre-approved absence such as FMLA leave. In all cases of tardiness or absence, employees must provide management with a reason or explanation. Any employee that is absent due to illness for three (3) days or more must provide medical evidence of the illness. Depending on the medical condition and length of absence, fitness-to-return-to-duty certification may also be required, to the maximum extent permitted by applicable law.

The Company will not tolerate excessive or abusive absenteeism or tardiness. Excessive absenteeism will be determined according to the circumstances involved in each instance. Continuing patterns of absences or tardiness, regardless of the exact number of days, may warrant disciplinary action including termination of employment, unless otherwise excused by applicable law.

If an employee fails to report to work without any notification to his/her supervisor and the absence and/or lack of notification continues for a period of three (3) days, the Company will generally assume that the employee is no longer interested in continued employment and has voluntarily terminated his/her employment with the Company, unless otherwise excused by applicable law.

Nothing in this policy is intended to interfere with employees' rights to take sick leave/time in accordance with any applicable state or local law or ordinance.

ServiceLink employees: please refer to the ServiceLink Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site for additional information on the SL Attendance Policy.

D. TELECOMMUTING POLICY

The Company may, at its discretion, offer employees the opportunity to participate in a telecommuting assignment and/or be hired specifically to work from home. Telecommuting is a voluntary alternative work arrangement the Company offers to certain employees so that the employee is not required to report to his or her usual workplace on a daily basis. Instead, the employee is permitted to work from an offsite location, such as the employee's residence, on the road, or a remote office location approved by the Company. Employees eligible to telecommute may be required to report to the Company's usual and customary work address, periodically or more frequently, depending on business needs.

Telecommuting can be done on a full-time or part-time basis, depending on the specific needs of the job and the Company. All full-time employees who telecommute will be eligible for benefits on the same basis as non-telecommuting employees. Telecommuters must be as accessible as their on-site counterparts during their agreed upon regular business hours, regardless of work locations.

Employees who accept a telecommuting assignment remain responsible for adhering to the Company's policies and procedures contained herein and as they may be changed from time to time. Telecommuters who work from home will be responsible for taking all precautions necessary to secure privileged and/or non-public information in their offsite work location, whether at home or elsewhere, and prevent unauthorized access to any Company system from their offsite work location. Telecommuters are expected to adhere to all Company policies related to information security and privacy, including, but not limited to, the Information Security Policy and the Privacy Policy. See more information related to security precautions on the FNF Information Security site. Telecommuters may be expected to provide telecommuting equipment such as a computer, modem, printer and telephone access at their offsite work location at their own expense, to the extent permitted by applicable law. The Company, at its discretion, may assist employees with such purchases.

Failure to comply with the terms of the Telecommuting Policy and/or assignment will result in immediate cessation of the telecommuting assignment, may cause the employee to be ineligible for future telecommuting assignments, and/or may subject the employee to disciplinary action, up to and including termination of employment.

Acceptance of a telecommuting assignment does not alter an employee's duties, obligations, responsibilities and/or conditions of employment with the Company. **Further, acceptance of a telecommuting assignment does not alter an employee's at-will employment status, and it is not a contract of employment.** The Company may end the telecommuting assignment at any time with or without a reason and with or without advance notice.

Employees involved in telecommuting assignments may be required to execute a separate agreement describing the specific details and obligations.

E. PERSONAL APPEARANCE

Employees are representatives of the Company. As such, the appearance of each employee creates an image of the Company's professionalism and how the public, business associates and customers judge us. Therefore, employees are required to maintain a businesslike appearance during business hours and while on Company business. The type of clothing, jewelry, makeup and fragrance worn should be conservative and appropriate for the position held and the business environment in which each employee works.

The following are a few examples of dress that **is not** appropriate:

- Jeans (denim of any type), sweatpants, exercise pants, shorts, overalls, leggings and any spandex or other form-fitting pants.
- Sheer clothing such that undergarments are visible.
- Tank tops, midriff-tops, shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans (such as anything that would violate the Company's Policy against Harassment and Discrimination); low cut revealing necklines, halter tops; tops with bare shoulders; sweatshirts, and t-shirts unless worn under another blouse, shirt, jacket or dress.
- Short, tight skirts that ride halfway up the thigh; mini-skirts, skorts, spaghetti-strap, sun and beach dresses are inappropriate for the workplace.
- Athletic/running shoes, Crocs, flip-flops, and slippers.
- Torn, dirty or frayed clothing.
- Hats.

Some operations may have exceptions or additions to the above guidelines that will be made available to their employees at time of hire. Certain positions requiring travel, client interaction, trade shows and/or Company representation at community or professional events may require a higher dress standard. An individual Company location may adopt a more stringent policy based on their business needs.

In addition, some employees may have allergic reactions to the chemicals found in fragrances (perfumes, cologne, air fresheners/spray, etc.). Proper personal hygiene must also be maintained to prevent an offensive situation and present a clean, neat, well-groomed appearance. Beards, mustaches and hairstyles must be kept in a manner appropriate for business. Visible tattoos should be covered to the extent possible. Management reserves the right to send an employee home (with or without pay, if applicable and permitted by applicable law) in order for him/her to be able to report for work in compliance with the above dress and grooming standards, subject to any limitations under applicable law.

Nothing in this policy is intended to discriminate against an employee's sincerely-held religious beliefs. Employees who may need an accommodation based on a sincerely-held religious belief or practice can contact Human Resources

Department managers and supervisors are responsible for monitoring and enforcing this policy. Management reserves the right to make a final determination of whether clothing is inappropriate, provocative, suggestive, distracting or disruptive to the work environment.

ServiceLink employees: please refer to ServiceLink Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site for additional information on the SL Personal Appearance Policy.

F. TRAVEL ON PRIVATE AND CHARTER AIRCRAFT

FNF prohibits the use of personal aircraft for business purposes, under any circumstances. FNF employees who travel on business will be restricted to corporate and commercial aircraft, with some exceptions. Requests to charter a private aircraft must be directed and cleared by Dave Austin Manager of Flight Operations in Jacksonville, FL. prior to scheduling. The complete Travel Policy is available in the Policies section of the Company's intranet site.

WORK CONDITIONS

A. SAFETY – EACH EMPLOYEE’S RESPONSIBILITY

Every employee is responsible for their individual safety as well as the safety of others in the work place. To achieve the Company’s goal of maintaining a safe work place, everyone must be safety conscious at all times. The safety of personnel and their healthful working conditions receives top priority with support and participation at all levels of management. The Company does not knowingly retain employees who disregard established safety procedures.

The Company has a Safety Handbook, available for review on the Company’s intranet site. All employees are expected to read and utilize this Safety Handbook and abide by the practices and procedures explained therein. Employees are expected to help detect and eliminate unsafe conditions.

B. REPORTING ACCIDENTS AND INJURIES

Employees are required to immediately report all work-related injuries and illnesses, no matter how minor, to their supervisor or manager. The manager will report the injury or illness to the person assigned to keep the Occupational Safety and Health Administration (“OSHA”) injury and illness log at the facility where you work, if applicable. OSHA and state law, if applicable, may also require an injury/illness investigation form be completed for every work-related injury or illness. Your supervisor or manager may ask you for information to complete the investigation form. See also the Risk Management section of the FNF intranet site.

Any accident involving a Company owned or funded vehicle, including temporary rentals, will require the submission of an incident report completed by local law enforcement.

OSHA requires employers to notify them within 8 hours of the accident when an employee is killed on the job or suffers a work-related hospitalization, amputation or loss of an eye. Any such incidents must be reported to management or HR immediately.

C. PROVIDING FIRST AID TO INJURED PERSONS

In order to comply with applicable law regarding the protection of employees from blood borne pathogens, the Company has adopted this policy regarding employee’s responsibilities to provide first aid. No employee shall be required by the Company to provide first aid to an injured person in the workplace. All employees are encouraged to use their own judgment in deciding whether to offer first aid on a Good Samaritan basis to an injured person in the workplace.

The Company encourages all employees to participate in optional first aid and CPR training that is offered periodically.

D. SMOKE-FREE ENVIRONMENTS

Smoking is prohibited at all times in all areas of our facilities, including private offices. This includes all types of smoking such as e-cigarettes as well as tobacco products (cigarettes, cigars, pipes). Compliance with this policy is mandatory for all employees and persons visiting the Company, with no exceptions. Employees who violate this policy are subject to disciplinary action. Moreover, employees should be especially attentive to the sensitivities of customers and co-workers who may object to smoking and/or be allergic to it and thus, confine it to designated outside areas only. Employees may smoke in designated areas during their regularly

scheduled breaks. Employees are not allowed to take additional time than they are legally entitled for smoking purposes. If an employee abuses this policy and takes excessive smoking breaks, it may be grounds for disciplinary action, up to and including termination of employment.

Any disputes involving smoking and any employees with questions should discuss their issues/concerns with their HR Representative. Employees will not be subject to retaliation for reporting violations of this policy in good faith.

ServiceLink employees: please refer to the ServiceLink Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site for additional information on the SL Tobacco Free Policy.

E. VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the Company's facilities, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employees' welfare and avoids potential distractions and disturbances. Employees are responsible for the conduct and safety of their visitors.

ServiceLink employees: please refer to the ServiceLink Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site for additional information on the Physical Security Access Rules.

F. USE OF COMPANY FACILITIES AND EQUIPMENT

Certain Company facilities and equipment may be used by employees from time to time for personal convenience or enjoyment. Some examples would include, but are not limited to, use of Company telephones for local calls (e.g., "I'm working late"; "are you home from school"), Company electricity for powering personal radios under certain circumstances, occasional personal photocopies, and the like. (Use of Company provided computers, the network and internet usage, including email messages, are covered in another policy below.) Excessive personal or unauthorized use of the telephone, including charging long distance calls to the Company, will result in disciplinary action, up to and including termination of employment. Excessive use of personal cell phones during work hours is also subject to disciplinary action.

ServiceLink employees: please refer to the ServiceLink Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site for information on the SL Cell Phone Policy.

The Company is not responsible for employee's personal property that may be brought onto Company premises. Such personal property is not covered by corporate liability or property insurance policies.

Employee use of any Company facilities and equipment should demonstrate a sense of responsibility and not abuse these privileges. If abuse is found, the employee will be subject to disciplinary action, up to and including termination of employment.

G. USE OF VEHICLES FOR COMPANY BUSINESS

It is the responsibility of any employee who drives a Company vehicle or a vehicle for Company business, including rentals, or who receives a car allowance from the Company, to read the FNF Safety Handbook and adhere to the Handbook's requirements relating to driver safety and vehicle use, including requirements

regarding minimum insurance coverage, documentation to be retained in his/her personnel file and accident reporting. Employees renting a vehicle for work travel must also comply with the rental car guidelines set forth in the Corporate Travel Policy in the Travel section on the Company intranet site.

Violations of these policies are subject to disciplinary action, up to and including termination of employment. Employees are reminded that an individual's driving record is a public record and therefore accessible for review. Driving records of employees who utilize a Company funded or insured automobile may be checked periodically.

If an employee drives his/her personal vehicle on approved Company business, the Company will reimburse the employee based on actual miles driven times the rate established by the IRS, unless the employee is receiving an auto allowance. Employees must submit the mileage on their expense reports. This amount totally compensates the employee for all gasoline, mileage, wear and tear and personal insurance costs associated with the business use of the vehicle. The Company is not responsible for damage to employee vehicles while on Company business. Likewise, the Company is not liable for any damage sustained to an employee vehicle moving in/out or parked in a Company parking lot. Employees are expected to follow safe driving practices on Company premises at all times.

Failure to follow Company policy and refrain from talking on the phone, texting or emailing while driving on or off the job may result in discipline up to termination.

H. MONITORING and INSPECTIONS

The Company reserves the right to require employees while on Company property, or on clients' property, to agree to the inspection of their person, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients.

The Company prohibits possession of hazardous, dangerous or unauthorized materials or weapons on its premises by employees, vendors, customers or other visitors. To facilitate enforcement of this policy, the Company may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto Company property. Employees are expected to cooperate in the conduct of any search or inspection.

In addition, some Company facilities issue ID badges that employees are required to have at all times. Employees at these locations will be given the applicable physical security access rules at time of hire.

ServiceLink employees: please refer to the ServiceLink Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site for the SL Physical Access Rules Policy.

COMMUNICATIONS AND COMPUTER SYSTEMS

A. GENERAL INFORMATION

Policy Statement

The Company provides employees with communications and computer systems such as computers, related hardware, software and equipment, telephone systems, voicemail systems, e-mail systems, network connections and Internet and Intranet access. The Company's communication and computer systems are intended for business purposes. Incidental personal use should not interfere with performance or operations and must not violate any Company policy or applicable law. All communications and computer systems and all information transmitted by, received from or stored in these systems, are the property of the Company. All messages or information composed, sent, received or stored using the Company's communications and computer systems are and shall remain the property of the Company, including passwords. None of the items mentioned herein shall be considered to be the private property of any employee.

Upon hire and on an annual basis, you will be required to read and acknowledge your understanding and obligation to comply with the Company's Information Security Policy, which provides guidance on the Company's requirements with respect to the use of the Company's communications and computer systems and the use, storage and transmittal of the Company's information. Compliance with the Information Security Policy and all related Company policies is mandatory for employees. If you have questions concerning the Information Security Policy or your obligation to comply with it, please contact the Information Security Office.

ServiceLink employees: please refer to the ServiceLink Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site for the SL Communications and Computer Systems Policy.

No Expectation of Privacy

Employees should not have any expectation of privacy in connection with the use of the equipment or with the transmission, receipt or storage of messages, data or information on the Company's communications and computer systems. The Company reserves the right to review, audit, intercept, access and disclose all messages or information sent, received, or stored on the Company's communications and computer systems. This also may include listening to stored voice-mail messages. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence. The confidentiality of any messages or information on the Company's communications and computer systems should not be assumed. Even when a message or data is erased, it may still be possible to retrieve and read that message or data. Further, the use of passwords for security purposes does not guarantee confidentiality.

Notwithstanding the Company's right to retrieve and read any message or information on the Company's communications and computer systems, such messages or information should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any message or information that is not sent to or intended for them. Further, employees should not attempt to gain access to another employee's messages or information. Any exception to this requires prior approval from management.

Additional Rules Regarding Email Usage

Because of the reduced human effort required to redistribute information contained in email, employees must exercise a great degree of caution in transmitting confidential information, including Company confidential and customer personal information, via e-mail, just as they should with other means of communicating information. Confidential information should never be transmitted or forwarded to outside individuals or companies or internal employees not authorized to receive that information. Confidential information should be forwarded only to authorized persons who need to know the information. Employees should always use care in addressing e-mail messages to make sure that messages are not inadvertently sent to unintended large groups of individuals (i.e., the entire department), outsiders or the wrong person inside the Company. In particular, exercise care when using distribution lists or “replying all” to make sure that all addresses are appropriate recipients of the information. Lists are not always kept current and individuals using lists should take measures to ensure that the lists are current. Prior to forwarding or sending messages containing Company confidential or customer personal information, confirm that all recipients have authorization to view the confidential or personal information. In order to further guard against dissemination of confidential Company information or customer personal information, employees should not access their e-mail messages for the first time in the presence of others. E-mail windows should not be left open on the screen when the computer is unattended. E-mail passwords (as well as other computer passwords) should be changed periodically unless your password has been compromised, in which case it should be changed immediately. Passwords should be stored in secure locations. Passwords should be unique but not reflect personal information, such as an employee’s name, birth date, social security number or child’s name.

Some of the messages sent, received or stored on the Company e-mail system will constitute confidential, privileged communications between the Company and either it’s inside or outside attorneys. Upon receipt of a message either from or to counsel, do not forward it or its contents to others inside the Company without counsel’s prior authorization. Never forward such messages or their contents to persons outside the Company without counsel’s prior authorization.

E-mail messages may be read by someone other than the addressee, and may be disclosed to outside parties or a court in connection with litigation. Your e-mail correspondence is expected to be just as polished and professional as written letters. Check every e-mail message for accuracy, brevity and clarity.

B. WEB PRESENCE AND SOCIAL MEDIA POLICY

On an annual basis, you will be required to read and acknowledge your understanding and obligation to comply with the Web Presence and Social Media Policy. This policy is intended to provide guidance on the creation and use of Company-branded websites and the proper use of social media. This policy is accessible via the FNF intranet sites.

C. MEDIA RELEASE

By accepting employment with the Company, you irrevocably grant the Company the right to record your image, likeness, voice and statements in all forms of media selected by Company (e.g., photographs, video tapes, audio tapes and digital recordings) and, thereafter, to use all such recordings, worldwide and perpetually, in all advertising and trade, marketing and commercial material that Company determines appropriate, in all forms of media (e.g., on websites, in television and radio commercials, in print marketing collateral), to the maximum extent permitted by applicable law. The Company shall own all such recordings, with full right of assignment, to the maximum extent permitted by applicable law.

EMPLOYMENT PRACTICES

A. ETHICS IN THE WORKPLACE

In accordance with the most important precept, “Highest Standard of Conduct,” we are all expected to maintain the highest standard of business conduct and ethics in every aspect of our business. To achieve this objective, we are each responsible for behaving in a manner that reflects positively on both our personal reputation and the reputation of our Company. This responsibility includes, but is not limited to, having a clean workspace free of any items that are disruptive to the work environment or offensive to colleagues or Company visitors. To provide guidance to employees to have a consistent understanding of what FNF expects of you and what our customers, business partners, and shareholders expect of us, the Company has adopted a Code of Business Conduct and Ethics (the “Code”). The Code is intended to provide information, tools, and resources to ensure that we act ethically and in compliance with the laws, rules, and regulations that affect our business. However, no code can provide answers for every situation that may arise. In the end, we rely on you to use sound judgment to make the right decision and to do the right thing. The Code is available in the Policies section of the Corporate Compliance intranet site. It is important to read the Code to understand your role and responsibilities as an FNF employee. Each year, you will be required to read and acknowledge your understanding and obligation to comply with the provisions of the Code. Compliance with the Code is a condition of employment. Anyone who engages in misconduct, violates the Code or otherwise fails to meet FNF’s standards may be disciplined up to and including termination of employment.

B. CONFIDENTIAL INFORMATION

During the course of employment, employees may have access to and/or acquire information the Company considers confidential. This includes both Company and Personal Information, defined as:

“**Company Information**” is materials or information in any format that is (a) proprietary or business sensitive to FNF; (b) a trade secret of FNF or under any agreement to which FNF is a party; or (c) information that is subject to special protections under any law or regulation.

“**Personal Information**” is any data or information in any format that can reasonably be related to an identifiable person. Personal Information may also be referred to as “personal data,” “personally identifiable information,” “PII,” “Non-public personal information,” or NPI.

Employees are required not to disclose or otherwise exploit for their own benefit, or for the benefit of any other person or entity, any such information. Employees are required to return all such confidential information to the Company promptly upon its request, and in any event, promptly upon termination (for whatever reason).

All employees must take appropriate steps to protect confidential information when using, processing, sharing, storing and disposing of such information. Employees must at all times comply with the requirements set forth in the Information Security Policy, Privacy Policy, Record Retention and Information Management Policy, and all other Company policies relating to the processing, sharing, storing and disposing of confidential information.

Upon hire, employees in certain positions or operations may be required to sign a separate Non-Disclosure, Non-Solicitation and/or Non-Competition Agreement as a condition of employment.

An employee who improperly uses or discloses trade secrets or confidential information or who otherwise violates this policy will be subject to disciplinary action, up to and including termination, even if he or she does not actually benefit from the disclosure of such information. If an employee learns of the improper use

or disclosure of confidential information, the employee is required to contact management or the Corporate Compliance Department.

Please refer to the Compliance Site on the corporate intranet for further information and details regarding confidential information. ServiceLink employees: please refer to the ServiceLink Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site for additional information on the SL Privacy Policy.

C. PRIVACY OF HEALTH INFORMATION

The Health Insurance Portability and Accounting Act (“HIPAA”) provides employees with certain rights in connection with the privacy of your health information, although the Company is not a health care provider. In events such as marriage, birth or adoption of a child, and loss of other insurance coverage may qualify as a Special Enrollment Event under HIPAA regulations. If you would like additional information regarding your rights under HIPAA, you can contact the Corporate Human Resources Department.

D. CONFLICTS OF INTEREST

The Company expects its employees to transact business according to the highest ethical standards of conduct. Accordingly, employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. While employed, it is your obligation, at all times, to act in the best interest of the Company and not allow any personal activity to conflict with or interfere with your service to the Company. As a result, the assumption of, or engagement in any interest, relationship or activity by a director, officer or employee tending to impair the independence of such person’s judgment with respect to the best interests of the Company, shall constitute a conflict of interest.

The following examples could involve a conflict of interest:

- Serving as an employee, officer, director, business partner, or consultant for a customer, independent contractor, vendor, or competitor of the Company
- Borrowing money from or lending money to a current or prospective customer, vendor, or competitor of the Company other than recognized financial institutions (i.e., banks and credit unions)
- Accepting gifts, entertainment, or anything of value from a current or prospective customer, vendor, or competitor of the Company (The Company’s policy on Accepting Gifts from customers or other firms is provided in the next section)
- Sharing a financial interest in real property, personal property of significant value (cars, boats, etc.), or any other investment with a current or prospective customer, vendor, or competitor of the Company
- Using Company property, facilities, equipment or other resources for any financial purpose other than Company business

It is important to avoid not only any situation that could involve a conflict of interest (such as those listed above) but also any situation that might give the appearance of being a conflict of interest. If an employee has a question regarding whether a particular situation constitutes a conflict of interest or gives the appearance of a conflict, the employee is required to contact management or the FNF Corporate Compliance Department or SL Legal Department as applicable. Violation of this policy will be grounds for disciplinary action, up to and including termination of employment

At the time you are employed and periodically thereafter, you may be asked to complete a Conflict of Interest Statement and disclose any personal business interests you have that might conflict with your employment or shed an unfavorable light on the Company.

Gifts and Entertainment

Gifts and entertainment are often seen as simple business courtesies; however, they can be a very sensitive issue. The line between a business courtesy and an attempt to influence a business decision can be blurry. It is not appropriate to provide or accept any gift, favor, business courtesy, or entertainment from anyone doing business, or seeking to do business, with the Company that may create a feeling of obligation, compromise your judgment, or appear to influence the recipient.

Keep in mind that laws and regulations regarding gifts and entertainment vary by state. In some states, you may not accept or give gifts or entertainment of any kind.

Employees must adhere to our Company's Gift and Entertainment Policy, which provides guidance on what is acceptable what may never be exchanged, and when you must first seek the approval of your manager or the Corporate Compliance Department.

REMEMBER: Employment by the Company carries with it a responsibility to be constantly aware of the importance of ethical conduct. Employees must refrain from taking part in, or exerting influence in, any transaction in which their own interests may conflict with the best interests of the Company. Violation of this policy will be grounds for disciplinary action, up to and including termination of employment.

Outside Employment

The Company recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to Company business. Therefore, an employee may hold an outside job, whether paid or unpaid, as long as he or she meets the performance standards of the job held with the Company. However, all employees will be judged by the same performance standards and will be subject to the Company's scheduling demands, regardless of any outside work requirements or obligations.

If the Company, in its sole discretion, determines that an employee's outside job interferes with performance or the ability to meet Company requirements and/or obligations, as they may be modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed by the Company.

Further, any outside employment that constitutes a conflict of interest may be prohibited. This includes, but is not limited to, work for an actual or potential customer, vendor or competitor. If there is a question regarding whether or not outside employment would constitute a conflict of interest, contact management and/or the Corporate Human Resources Department.

E. COOPERATION AGREEMENT

To ensure that customer requests, demands of regulatory agencies and internal business requirements are met in a timely manner, every employee is expected to cooperate and promptly respond to the needs that arise in our business. One of those needs in our industry is absolute integrity when handling money belonging to others, especially clients. Additionally, in the event an investigation should occur with regard to missing money in an account, including but not limited to, accounts relating to title and escrow transactions, all employees must cooperate fully and provide information in their possession relating to the investigation to assist the Company in its fact-finding mission. Upon request, and to further facilitate the investigation, any employee involved in the investigation may be requested to execute documentation and/or a release authorizing the Company to obtain pertinent personal/financial information, including Consumer Credit Reports as defined in the Fair Credit Reporting Act and applicable state law.

Subject to applicable law, failure to cooperate with any investigation under this policy conducted by the Company, or on behalf of the Company, including one involving missing monies, and/or failure to execute the documentation necessary to facilitate any such investigation, may result in disciplinary action, up to and including termination of employment.

F. PERSONAL RELATIONSHIPS AT WORK

The Company policies governing personal relationships at work can be found on the respective FNF and SL intranet sites. These cover the employment of relatives, emotional involvements, etc. The FNF policy is under the Employee Resources section. The SL policy is located in the ServiceLink Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site.

G. EXTERNAL COMMUNICATIONS

Occasionally, employees may be contacted by outside sources requesting information about Company matters, including information regarding current or former employees, Company projects, or other workplace issues.

In order to avoid providing inaccurate or incomplete information to outside sources, and the possible negative exposure that may result from providing inaccurate or incomplete information about the Company to outside sources on the Company's behalf, employees contacted by any outside source regarding the Company and requesting information or statements on the Company's behalf should immediately contact the appropriate Company official, as detailed below.

Media and Investor-Related Contacts

To ensure accurate, up-to-date, and consistent messaging, only authorized employees may respond to inquiries from the media and the investment community.

- All requests from the media and press are managed by the Corporate Communications and Marketing Department. This covers all external media, including broadcast, electronic and print blogs, and all social media sites. If contacted by the media to comment about the Company, do not provide answers or information, even if you are told what you say is "off the record." Direct all media inquiries to the SVP, Chief Marketing Officer at FNTGMarketing@fnf.com or for ServiceLink: VP, Marketing and Corporate Communications.
- All requests for investor-related information, including requests about our Company's operations and performance, are managed by the Investor Relations Department. If you are contacted for investor-related information, instruct them to send their request to the Investor Relations Department at <http://www.investor.fnf.com/contactus.cfm>.
- Any articles, press releases, or other public communications involving the Company must be approved by the Corporate Communications and Marketing Department, or the Investor Relations Department, as appropriate, prior to publication.

For more information on this topic, please refer to the Media Policy which is available in the Policies section of the Corporate Compliance intranet site.

Outside Attorneys and Investigators

If an employee is contacted for information or statements on the Company's behalf by an outside attorney or investigator regarding Company business, including information regarding current or former employees, Company projects, or other workplace issues, the employee should immediately contact the FNF or SL Legal

Department or the Corporate Compliance Department and await their response and direction before taking any further action.

Employment References and Verifications

Employees contacted by outside sources requesting employment reference or employment verification for a current or former employee are not permitted to provide any information to the requesting individual or organization. Employees should refer the requesting individual or organization to The Work Number: www.theworknumber.com or 1-800-367-5690. The FNF and SL employer code is: 12734. The requestor must have the employee's social security number, to be provided by the employee whose employment verification information is being requested. To obtain proof of employment plus income, the requestor will also need a salary key/authorization code provided by the employee. Instructions for getting a salary key may be obtained from The Work Number via their website or calling the client service center at the number given above. In addition, the Company does not provide references, and Company policy also prohibits employees from providing personal references on behalf of current or former employees.

H. SOLICITATION AND DISTRIBUTION POLICY

To avoid distractions, solicitation by an employee of another employee is prohibited while either the person doing the soliciting or the person being solicited is on working time. Distribution of advertising material, handbills, printed or written literature of any kind during working time or in working areas of the Company is prohibited. Working time includes the time during which any of the employees involved are actually scheduled to work, but does not include scheduled rest periods, meal breaks and other specified times when employees are not expected to be working.

Solicitation and/or distribution by non-employees on Company premises are prohibited at all times.

I. PROFESSIONAL MEMBERSHIPS

The Company may, at its discretion, sponsor memberships in civic, business, technical and professional organizations for such employees as is commensurate with good business and civic practice.

With written approval in advance by senior management, the Company will reimburse the fees for initial registration, qualifying examinations, annual license renewal and reasonable expenses associated with memberships in the employee's established profession. Approval will be given when such is either mandatory to practice the profession or when it is of direct interest and benefit to the Company.

For professional organizations that allow the membership to be held by either the individual or the individual's employer and the Company pays the membership fees, the Company reserves the right to hold the membership and transfer usage to another employee should the original member have conflicting job responsibilities or terminate employment, either voluntarily or involuntarily.

EMPLOYMENT SEPARATION

An employee may initiate separation from the Company at any time. Nonetheless, the Company would greatly appreciate at least two (2) weeks' notice. Please provide your resignation information in writing. In addition, if an employee fails to report to work for three consecutively scheduled workdays without notice to, or approval of, his or her supervisor, then the Company generally will consider that he/she is no longer interested in continued employment and treat this as a voluntary resignation.

Upon termination or request, the employee must return any Company-owned property, including, but not limited to, vehicles, keys, tools or items, equipment, building and parking passes, credit cards, manuals, files, computer equipment/software, cell phones, pagers and any documents belonging to the Company. The Company considers information about its products and services, future or proposed products or services, its business plans, customer lists, contract terms and conditions, pricing information, procedures and policies concerning the Company's internal affairs, financial information, as well as records, procedures, manuals, software, specifications, and other technical information developed by employees of the Company, property of the Company, and it must be promptly returned when the employee separates from the Company.

When an employee voluntarily leaves the Company, an exit interview may be scheduled and conducted by either management or your local Human Resources Representative. It is not mandatory and occurs at the discretion of management. An employee may also request an exit interview if he/she deems it necessary.

ServiceLink employees: please refer to the ServiceLink Supplemental Employee Policies under the General Human Resources Information section on the SL intranet site for additional information on the SL Supplemental Policy which details "at will" and exit interview.

CONCLUSION

Employees should consult with management, their local Human Resources Representative or the Corporate Human Resources Department if they have any questions regarding any of the information contained within this Employee Handbook. As previously stated, any policies or procedures contained herein, including benefits, can be modified, changed or terminated by the Company at any time with or without notice, except for the employment at-will status. No representative of the Company is authorized to provide any employee or employees with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or agreement is in writing and signed by the Company's Chief Executive Officer, the President, or their designee.

Once again, welcome to the Fidelity National Financial and ServiceLink family of companies!

EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND AGREEMENT

By my signature below, I acknowledge that I have received a copy of the Company's Employee Handbook updated February 2019, and that I have read or will promptly read, the policies and procedures contained therein, including the addendum section relevant to my state, as well as any related policies and procedures on the Company's intranet site. I also acknowledge that I am subject to the policies and procedures set forth therein, including but not limited to, the sexual harassment and discrimination policy, the conflicts of interest policy, and the policies regarding confidential information and technical resources. In addition, I acknowledge that I am responsible for consulting management or my Human Resources Representative if I do not understand any of these policies or procedures and/or if I have questions that are not answered in the Handbook or in information contained within the Company's intranet site. Furthermore, I also acknowledge and understand that if I am not satisfied with the responses provided I may contact the Corporate Human Resources Department.

I understand, except for employment "**at-will**" status, any and all policies or procedures can be added, modified or deleted at any time by the Company with or without notice. Furthermore, the Company also has the right to change my hours, compensation and working conditions at any time, subject to any limitations under applicable state law.

I understand that nothing contained in the Employee Handbook creates a contract or is intended to create a contract, bargain, agreement, promise or representation of continued employment, for any specific period of time, and employment at the Company is employment "**at-will**"; employment may be terminated at the will of either the Company or myself, with or without a reason and with or without advance notice. My signature below certifies I understand that the foregoing agreement on "**at-will**" status is the sole and entire agreement between the Company and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings or representations concerning my employment with the Company. I understand and agree that, other than the Company's Chief Executive Officer, the President, or their designee, no manager, supervisor or representative of the Company has authority to enter into any agreement, on an individual or collective basis, express or implied, for employment for any specific period of time, or to make any agreement for employment other than "**at-will**"; only the Chief Executive Officer, the President, or their designee, has the authority to make any such agreement and only if in writing signed by the Chief Executive Officer, the President, or their designee.

I also understand that this Employee Handbook supersedes all other handbooks, manuals, publications, letters, posters, handouts or other communication, which may have been issued on subjects covered herein.

I also understand that if I have any differences, complaints or job-related problems with the Company regarding the terms and conditions of my employment, I can resolve these problems informally as outlined in this Handbook.

Dated: _____

Legal Signature

Print Legal Name

This acknowledgment does not change any written employment agreement you may have with the Company.

EMPLOYEE ACKNOWLEDGMENT OF POLICY AGAINST HARASSMENT AND DISCRIMINATION

The Company is committed to providing a work environment that is free of intentional and unintentional discrimination and harassment, including sexual harassment. In keeping with this commitment, the Company maintains a strict policy prohibiting discriminatory/harassing conduct based on any protected characteristic in any form. This policy applies to all Company employees, agents, vendors and non-employees, including management and non-supervisory employees.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as business trips, business meetings and business-related social events.

Sexual Harassment Is Prohibited

All employees have the right to work in an environment free from unsolicited and unwelcome sexual overtures. The Company will not tolerate any form of gender-based or sex-based discrimination (including discrimination on the basis of gender identity, gender expression, or transgender status) against any employee or applicant for employment.

For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature involving individuals of the same or different gender when, for example: (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that may constitute sexual harassment include, but are not limited to:

- Unwelcome physical contact with sexual overtones, such as touching, patting, pinching, hugging, shoulder rubbing, repeatedly "brushing" against someone, or impeding the movement of another person
- Sexually-offensive comments, such as slurs, jokes, epithets and innuendo
- Sexually-oriented "kidding" or "teasing" or sexually-oriented "practical jokes"
- Suggestive or obscene written comments in notes, letters, invitations or e-mail
- Inappropriate, repeated or unwelcome sexual flirtations, advances or propositions
- Offensive visual contact such as staring, leering, gestures or displaying obscene objects, pictures or cartoons
- Inappropriate or suggestive comments about another person's physical appearance, body or dress
- Exchanging or offering to exchange any kind of employment benefit for a sexual concession. For example, promising a promotion or raise in exchange for sexual favors
- Withdrawing or threatening the withdrawal of any kind of employment benefit for refusing to grant a sexual favor. For example, suggesting that an individual will receive a poor performance review or be denied a raise unless he or she goes out on a date with a supervisor.

Harassment on the basis of any other protected characteristic

This type of harassment is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that is based on hostility or aversion toward an individual because of his/her race, color, creed, religion, age, sex/gender, national origin or ancestry, citizenship status, veteran status, marital status, physical or mental disability, sexual orientation, gender identity or expression (including transgender status), genetic information or any other characteristic protected by applicable federal, state or local law, or that of his/her relatives, friends or associates, and that: (a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (b) has the purpose or effect of unreasonably interfering with an individual's work performance; or (c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct may include, but is not limited to, the following when based on a protected characteristic:

- Epithets
- Slurs or negative stereotyping
- Threatening, intimidating or hostile acts
- Belittling jokes
- Display or circulation in the workplace of written or graphic material that demeans or shows hostility or aversion toward an individual or group (including through e-mail)

Complaint Procedure

All employees should help to avoid any form of conduct prohibited by this policy. Your notification of the problem is essential.

If you feel that you have experienced or witnessed conduct that violates this policy, you are to notify immediately (preferably in writing and within 24 hours) your immediate supervisor and local Human Resources Representative. If you are not contacted promptly about your complaint or if you feel uncomfortable speaking with your immediate supervisor and/or local Human Resources Representative, you are to submit it to the Head of Corporate Human Resources. The address and contact information for the FNF Corporate Human Resources Department is 601 Riverside Avenue, Bldg 5 - 6th Floor, Jacksonville, Florida, 32204; (904) 854-8752. The SL address and contact information is: (800) 439-5451 or 1200 Cherrington Parkway, Moon Township, PA 15108. Alternatively, you may call the FNF Compliance and Ethics Hotline at 855-FNF-TIPS (855-363-8477), or submit a report online: www.reportlineweb.com/fidelitynationalfinancial.

The hotline is operated by an independent third party vendor and is available 24 hours a day, 7 days a week.

To the extent practicable and appropriate, the Company will keep complaints and the terms of its resolution confidential, however confidentiality cannot be guaranteed.

All complaints are investigated immediately and corrective action up to and including termination of employment will be taken where warranted. All employees are required to cooperate in investigations. The Company prohibits employees from hindering internal complaints and investigations, and therefore employees who make complaints and/or participate in an investigation in bad faith may be subject to disciplinary action, up to and including termination.

Retaliation is Prohibited

The Company prohibits retaliation against any individual who reports discrimination or harassment in good faith, or participates in an investigation of such matters in good faith. Retaliation against an individual for reporting harassment or discrimination in good faith, or for participating in an investigation of a claim of harassment or discrimination in good faith, is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination of employment.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE COMPANY'S POLICY AGAINST HARASSMENT AND DISCRIMINATION

Dated: _____

Legal Signature

Print Legal Name

(Note: Please print out and sign the form and then hand or send it to your manager or local Human Resource Representative. The executed copy will be maintained in your personnel file).

EMPLOYEE DEDUCTIONS AUTHORIZATION

I hereby authorize the Company to deduct from my regular check, bonus check, expense reimbursement check and/or final settlement or termination check, any advances or employee loans unpaid during my employment at the time of my termination, either voluntarily or involuntarily and any sick days, vacation or other benefit or compensation paid to me but not accrue, earned, credited or vested, to the extent permitted and in accordance with applicable law.

Dated: _____

Legal Signature

Print Legal Name

(Note: Please print out and sign the form and then hand or send it to your manager or local Human Resource Representative. The executed copy will be maintained in your personnel file).

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Addendum follows containing State specific regulations in supplement to national policies

**ADDENDUM TO
FIDELITY NATIONAL FINANCIAL
EMPLOYEE HANDBOOK
Updated February 2019**

***THE FOLLOWING PAGES SUPPLEMENT THE NATIONAL POLICIES
CONTAINED IN THE GENERAL EMPLOYEE HANDBOOK***

(There are supplements for states that have employment-related regulations/procedures different from or in addition to those in the main handbook. Also, several states are in the process of or have recently enacted sick leave policies that may not be reflected yet – in most cases the company policy is equivalent to or more generous than these new policies.)

Currently, there are supplements for:

**Arizona
California
Colorado
Connecticut
District of Columbia
Florida
Hawaii
Illinois
Kentucky
Louisiana
Maine
Massachusetts
Michigan
Minnesota
Montana
Nevada
New Hampshire
New Jersey
New York
North Carolina
Pennsylvania
Ohio
Oregon
Rhode Island
Utah
Vermont
Washington
Wisconsin**

Plus a vacation supplement for non use-it-or-lose it states: Arizona, California, Colorado, Louisiana, Maryland, Massachusetts, Minnesota, Montana, Nebraska, New Hampshire, Rhode Island, Tennessee, and West Virginia

PENNSYLVANIA SUPPLEMENT

I. Philadelphia Paid Sick Time

Eligibility. The Company provides paid sick time to employees who work in Philadelphia for at least 40 hours in a year. For employees who work in Philadelphia who are eligible for sick time under the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing paid sick time pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of paid sick time for every forty (40) hours worked, up to a maximum accrual of forty (40) hours each calendar year. Exempt employees will be presumed to work forty (40) hours in each workweek for accrual purposes unless their normal workweek is less than forty (40) hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees may begin using paid sick time on the 90th calendar day of employment. Paid sick time may be used in minimum increments of one (1) hour. An employee may not use more than forty (40) hours of accrued paid sick time in any calendar year.

An employee may use paid sick time for the following qualifying absences:

- 1) An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;
- 2) Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care; or
- 3) An absence necessary due to domestic abuse, sexual assault or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence or stalking; services from a victim services organization; psychological or other counseling; relocation due to the domestic or sexual violence or stalking; or legal services or remedies, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

For purposes of this policy, a family member includes a biological, adopted or foster child, stepchild or legal ward or a child to whom the employee stands in loco parentis; a biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or a person who stood in loco parentis when the employee was a minor child; a person to whom the employee is legally married under the laws of Pennsylvania; a grandparent or spouse of a

grandparent; a grandchild; a biological, foster, or adopted sibling or spouse of a biological, foster or adopted sibling; and a life partner as defined under the Philadelphia Code.

Notice and Documentation. If the need for paid sick time is foreseeable, the employee must provide written or oral notice in advance of the use of the paid sick time and make a reasonable effort to schedule the use of paid sick time in a manner that does not unduly disrupt the Company's operations. For all other absences, the employee must provide notice before the start of the employee's scheduled work hours, or as soon as practicable if the need arises immediately before or after the employee has reported for work. When possible, employees should indicate the expected duration of their absence.

For paid sick time of more than two (2) consecutive days, the Company may require reasonable documentation that the sick time is covered. For absences due to the purposes described in (1) and (2) above, documentation signed by a health care professional indicating that sick time is necessary shall be considered reasonable documentation. For absences due to the purposes described in (3), documentation signed by a health care professional; a police report indicating that the employee was a victim of domestic abuse, stalking or sexual assault; a court order; or a signed statement from a representative of a victim services organization affirming that the employee was a victim of domestic abuse, stalking or sexual assault shall be considered reasonable documentation. The required documentation need not explain the nature of the illness or the details of the violence.

Payment. Paid sick time will be paid at the same rate as the employee earns from the employee's employment at the time the employee uses such time. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. An employee may carry over up to forty (40) hours of accrued, unused paid sick time under this policy to the following calendar year. Accrued but unused paid sick time under this policy will not be paid at separation.

Enforcement & Retaliation. The Company prohibits any threat, discharge, suspension, demotion, other adverse employment action against an employee for the exercise of any right under this policy; or interference with, or punishment for, participating in any manner in an investigation, proceeding or hearing under this policy.

If employees have any questions regarding this policy, they should contact their local Human Resources Administrator.

II. Philadelphia Domestic Violence, Sexual Assault, or Stalking Leave

Employees who are victims of domestic violence, sexual assault, or stalking, or who have a family or household member who is a victim of domestic violence, sexual assault, or stalking, may take up to eight (8) workweeks of unpaid leave in a 12-month period. For purposes of this policy, “family or household members” include spouses or persons who have been spouses, persons living as spouses or who lived as spouses, parents and children, other persons related by consanguinity or affinity, current or former sexual or intimate partners, persons who share biological parenthood, or “Life Partners” (as defined under the Philadelphia Code).

Leave under this policy may be taken to:

- 1) seek medical attention for, or recovering from, physical or psychological injuries caused by domestic violence, sexual assault, or stalking to the employee or the employee's family or household member;
- 2) obtain services from a victim services organization for the employee or the employee's family or household member;
- 3) obtain psychological or other counseling for the employee or the employee's family or household member;
- 4) participate in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic violence, sexual assault, or stalking or ensure economic security; or
- 5) seek legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking.

Employees must provide at least forty-eight (48) hours’ advance notice of their intention to take leave under this policy, unless providing such notice is not practicable. The Company may require certification verifying that the employee or the employee’s family or household member is a victim of domestic violence, sexual assault, or stalking and the leave is for one of a qualifying purpose. Employees can satisfy the certification requirement by providing a sworn statement and any of the following: (1) documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic violence, sexual assault, or stalking or the effects of the violence; (2) a police or court record; or (3) other corroborating evidence. Employees who fail to provide this certification within forty-five (45) days of the Company’s request may be subject to disciplinary action. Any information provided by an employee pursuant to this policy will be kept confidential unless disclosure is requested or consented to in writing by the employee or otherwise required by applicable federal, state, or local law.

Leave may be taken intermittently or on a reduced work schedule. During an approved leave, the Company will maintain the employee’s health benefits as if the employee continued to be actively employed. However, if the employee fails to return from leave after the employee’s

leave entitlement has expired, and the reason for the employee's failure to return is unrelated to the continuation, recurrence, or onset of domestic violence, sexual assault, or stalking that entitled the employee to leave under this policy, the Company may recover the premium it paid to maintain the employee's coverage during the period of leave.

Employees may substitute any accrued paid time off for the unpaid leave provided under this policy, but substitution does not extend the length of the leave. Leave under this policy will run concurrently with leave under applicable federal, state, or local laws, to the maximum extent permitted under such applicable law.

Employees who take leave under this policy will be returned to the position they held at the time when the leave commenced, or to a position with equivalent benefits, pay, and other terms and conditions of employment.

Employees with questions or concerns regarding this policy can contact their local Human Resources Administrator.

III. Notice to Philadelphia Employees Regarding Unpaid Wages

Employees who work in Philadelphia may file a wage theft complaint or bring a civil action for unpaid wages pursuant to Philadelphia's Wage Theft Ordinance ("Ordinance"). A signed wage theft complaint, in which the alleged unpaid wages are equal to or greater than the minimum threshold amount of \$100 and equal to or less than the maximum threshold amount of \$100,000, must be filed with the wage theft coordinator in the Mayor's Office of Benefits and Wage Compliance less than three (3) years from the date the alleged wage theft occurred. Retaliation against an employee for exercising rights provided under the Ordinance, such as filing a complaint or bringing a civil action, is prohibited.

From: [Bernini-Martin, Donna M.](#)
To: amacdonald@foxrothschild.com
Subject: Fidelity National Financial, 04-CA-252990
Date: Friday, March 6, 2020 4:18:00 PM

Hi Andrew:

I'm requesting some additional information on the subject case:

1. Did (b) (6), (b) (7)(C) ever receive performance evaluations during (b) (6), (b) (7)(C) time with the Employer? If so, please provide copies
2. Does the Employer have a progressive discipline policy? If so, please provide a copy
3. Regarding (b) (6), (b) (7)(C) supervisory status, can you please provide examples of situations where (b) (6), (b) (7)(C) exercised supervisory authority, such as individuals (b) (6), (b) (7)(C) hired, fired or disciplined, or employees whose work (b) (6), (b) (7)(C) directed?
4. Please provide examples of any other employees who were disciplined or fired for meeting filing and/or other deadlines

I am requesting that you provide this information by Wednesday, March 11, 2020. Thanks and do not hesitate to contact me if you wish to discuss this matter further.

Donna M. Bernini,
Board Agent
(215) 597-7647

From: (b) (6), (b) (7)(C)
To: [Bernini-Martin, Donna M.](#)
Subject: (b) (6), (b) (7)(C) has shared a folder with you using Dropbox
Date: Wednesday, March 18, 2020 12:16:38 PM

Hi,

Here's a link to "Texts with (b) (6), (b) (7)(C)" in my Dropbox:

(b) (6), (b) (7)(C)

Please let me know if you'd like my texts with (b) (6), (b) (7)(C) as well.

As always, thank you for your care, attention and courtesy. Stay healthy.

(b) (6), (b) (7)(C)

From: [MacDonald, Andrew M.](#)
To: [Bernini-Martin, Donna M.](#)
Subject: Fidelity National Financial, 04-CA-252990
Date: Thursday, March 26, 2020 10:51:36 PM
Attachments: [108989011 1 Exhibit 1-C1.PDF](#)
[108989089 1 Exhibit 2-C1.PDF](#)
[108989746 1 Exhibit 3-C1.PDF](#)
[108989938 1 Exhibit 4-C1.PDF](#)
[108990408 1 Exhibit 5-C1.PDF](#)
[108990691 1 Exhibit 6-C1.PDF](#)
[108990861 1 Exhibit 7-C1.PDF](#)

Donna,

Please see the response to your information / document request below and attached to this email. Please let me know if you require any other information. Thanks.

- (1) Did (b) (6), (b) (7)(C) ever receive performance evaluations during (b) (6), (b) (7)(C) time with the Employer? If so, please provide copies.
 - a. **Response:** (b) (6), (b) (7)(C) did not receive formal written performance evaluations during (b) (6), (b) (7)(C) time with Fidelity. However, (b) (6), (b) (7)(C) did receive informal evaluations and directions to correct (b) (6), (b) (7)(C) performance from (b) (6), (b) (7)(C) while (b) (6), (b) (7)(C) was employed. Written instructions include:
 - i. Exhibit 1 – email dated December 2, 2018 informing (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is required to copy (b) (6), (b) (7)(C) on emails to (b) (6), (b) (7)(C) and instructing (b) (6), (b) (7)(C) to do so in the future
 - ii. Exhibit 2 – email dated December 6, 2018 reprimanding (b) (6), (b) (7)(C) for smoking in the office
 - iii. Exhibit 3 – email dated April 23, 2019 reiterating the instruction from (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) copy (b) (6), (b) (7)(C) on emails
 - iv. Exhibit 4 – email dated May 8, 2019 again reiterating the instruction that (b) (6), (b) (7)(C) was required to copy (b) (6), (b) (7)(C) on emails and further reprimanding (b) (6), (b) (7)(C) for raising (b) (6), (b) (7)(C) voice in an unprofessional manner at (b) (6), (b) (7)(C) in the office
 - v. Exhibit 5 – email dated October 2, 2019 again reiterating the instruction that (b) (6), (b) (7)(C) was required to copy (b) (6), (b) (7)(C) on emails.
- (2) Does the Employer have a progressive discipline policy? If so, please provide a copy
 - a. **Response:** No, the Employer does not maintain a progressive discipline policy.
- (3) Regarding (b) (6), (b) (7)(C) supervisory status, can you please provide examples of situations where (b) (6), (b) (7)(C) exercised supervisory authority, such as individuals (b) (6), (b) (7)(C) hired, fired or disciplined, or employees whose work (b) (6), (b) (7)(C) directed?
 - a. **Response:** (b) (6), (b) (7)(C) exercised supervisory authority in terms of assigning work and responsibly directing the work of (b) (6), (b) (7)(C) on a daily basis. An example of (b) (6), (b) (7)(C) work for (b) (6), (b) (7)(C) is demonstrated in a chain of emails dated September 30, 2019, see Exhibit 6. These emails relate to a missed filing deadline that formed

the basis for (b) (6), (b) (7)(C) termination. The emails indicate that (b) (6), (b) (7)(C) assigned and directed (b) (6), (b) (7)(C) to file a motion with the Philadelphia Court of Common Pleas. (b) (6), (b) (7)(C) could not file the motion because the Court system was malfunctioning at the time. Not only did the system not work, but the filing itself was late at the time that (b) (6), (b) (7)(C) attempted to file it on behalf of (b) (6), (b) (7)(C) email demonstrates that (b) (6), (b) (7)(C), not (b) (6), (b) (7)(C), was held responsible for the missed deadline and filing issue, which fully satisfies the Board's standard for responsibly directing the work of others.

- b. In addition, please see Exhibit 7, which is an email that demonstrates (b) (6), (b) (7)(C) assignment of work and responsible direction of the work of junior associates at the company.

(4) Please provide examples of any other employees who were disciplined or fired for meeting filing and/or other deadlines

- a. **Response:** Aside from (b) (6), (b) (7)(C), the Employer does not have any specific examples of disciplining or firing employees for not meeting filing or other deadlines, nor is the Employer aware that any similarly situated employee engaged in malfeasance of similar magnitude.

Andrew MacDonald

Attorney at Law

Fox Rothschild LLP

2000 Market Street

20th Floor

Philadelphia, PA 19103-3222

(215) 444-7174 - direct

(978) 987-7180 - mobile

(215) 299-2150- fax

amacdonald@foxrothschild.com

www.foxrothschild.com

Please note the following information for Employers regarding the COVID-19 Pandemic:

<https://www.foxrothschild.com/coronavirus-resources/>

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EXHIBIT “1”

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Tuesday, December 11, 2018 3:03 PM
To: (b) (6), (b) (7)(C)
Subject: FW: Communications

Pls put in HR file

From: (b) (6), (b) (7)(C)
Sent: Monday, December 3, 2018 7:43 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: Communications

Hello (b) (6), (b) (7),

Actually, I asked for filings, which as you know includes more than just pleadings. And it was not just recently (on November 5 as you say) that I asked to review filings, but rather, I have been asking since I started, along with asking that you to copy me on all outgoing emails.

The (b) (6), (b) (7)(C) trial report became an issue because I had no way of knowing that you had chosen to email your report to claims – in “draft”, as you call it – because you neither copied me on the email to claims nor saved that email into Legal Files (so I could access it), let alone tell me you emailed it to claims. The copying of emails is geared toward, not only us working together, but also, to expedite and facilitate our communications, and alleviate a “back and forth”.

It was the repeated “back and forth” discussions, including you unreasonably raising your voice in anger toward me, that necessitated my email to you on November 29. You have consistently repudiated my attempts to be involved or assist you in your day-to-day work, including when you expressed your displeasure in my attendance at litigation events or in reviewing documents to be filed.

I appreciate your letting me know you have not filed any pleadings, but that does not answer whether you have filed motions or other court papers. As filings would include anything filed with the court (pleadings, motions, praecipes/stipulations, memoranda, etc.), I reiterate my request to be notified of such filings so I may review them before filing.

I appreciate your letting me know you have not scheduled or attended any litigation/court events, and hope that you will begin to keep me informed of your events, so that I may attend.

As I always say, my goal is for all of us to work as a team and collaborate on IHL cases. Uncooperativeness and incivility in the office frustrate these goals, as well as disrupt the office as a whole. Such behavior and insubordination is unsustainable in a professional office setting.

If you have any questions or are unclear about these requests, please let me know.

Thank you,

From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Monday, December 3, 2018 9:56 AM

To: (b) (6), (b) (7)(C) @fnf.com>

Subject: Re: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C),

I hope you had a nice weekend. Please accept this email in response to yours below.

On November 5th you asked me to send you my drafts pleadings before I send them to claims counsel or file them. I promised to do so, and I have remained true to my word. In fact, I misspoke when I said I had filed a previously drafted complaint; I have not filed any new pleadings since you started, nor have I sent any draft pleadings or litigation plans to claims counsel since your request. Likewise, I have not sent out any trial reports except in the (b) (6), (b) (7)(C) case, which I sent to claims counsel in "draft"—due to the time constraint—to indicate that you had yet to review it. Finally, I have not scheduled or attended any events except the trial tomorrow and case management conference you referenced, and I have not received any notices of discovery deadlines or appearances that are not on the calendar.

Thank you.

(b) (6), (b) (7)(C)

Fidelity National Law Group
1515 Market Street, Suite 1410
Philadelphia, Pa. 19102
Tel: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)@fnf.com

*The Law Division of Alamo Title Insurance Co, Chicago Title Insurance Co.,
Commonwealth Land Title Insurance Company and Fidelity National Title Insurance Co.*

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On Nov 29, 2018, at 5:29 PM, (b) (6), (b) (7)(C) @fnf.com> wrote:

Thank you.

As I have requested since my starting here, and as we discussed previous times and discussed again today, please: 1) copy me on all of your outgoing emails (I haven't seen any since I began); 2) email me court filings before filing them and before sending them to claims for any pre-approval (I haven't seen any since I began, aside from this proof of claim today); 3) email me pre-trial reports before submitting them to claims; 4) email me litigation plans; 5) advise me of any court/discovery events (hearings, depositions, mediations, trials and conferences with the exception of Philadelphia case management conferences) so I may attend. I note I haven't been made aware of any court/discovery events aside from

the 12/5 trial I asked you about and the case management conference you mentioned you were attending a couple weeks ago.

If you have any questions or are unclear about these requests (now repeated), please let me know.

(b) (6), (b) (7)(C)
Fidelity National Law Group
1515 Market Street – Suite 1410
Philadelphia, Pennsylvania 19102
Office: 267-608-1725
Direct: (b) (6), (b) (7)(C)
Fax: 215-241-8794
E-mail: (b) (6), (b) (7)(C)@fnf.com

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From: (b) (6), (b) (7)(C)@fnf.com>
Sent: Thursday, November 29, 2018 4:27 PM
To: (b) (6), (b) (7)(C)@fnf.com>
Subject: FW: Re: (b) (6), (b) (7)(C)

Attached is a copy of the Proof of Claim that I submitted as part of my motion for leave to the BK court (filed on July 2) that now needs to be formally filed on the docket.

(b) (6), (b) (7)(C)
Fidelity National Law Group, Philadelphia
The Law Division of Alamo Title Insurance Co, Chicago Title Insurance Co., Commonwealth Land Title Insurance Company and Fidelity National Title Insurance Co.

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From: (b) (6), (b) (7)(C)
Sent: Thursday, November 29, 2018 4:21 PM
To: (b) (6), (b) (7)(C)@fnf.com>
Subject: Re: (b) (6), (b) (7)(C)

(b) (6), (b) (7)

Here is a copy of the Proof of Claim you requested in the above referenced matter.

(b) (6), (b) (7)(C)

Fidelity National Law Group, Philadelphia

1515 Market Street, Suite 1410

Philadelphia, PA 19102

Direct Dial: (b) (6), (b) (7)(C)

Facsimile:

Email: (b) (6), (b) (7)(C)@fnf.com

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EXHIBIT “2”

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Tuesday, December 11, 2018 3:02 PM
To: (b) (6), (b) (7)(C)
Subject: FW: Smoking

Pls put in HR file

From: (b) (6), (b) (7)(C)
Sent: Thursday, December 6, 2018 10:51 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: Re: Smoking

Not in front of the (b) (6), (b) (7)(C) I wouldn't come out there, for your sake. You've been breaking the law, including when you smoked in the hallway tonight, as it's illegal to smoke in the building, so these emails - only drawn out by your incredible denials - are necessary.

Dictated and not read. Please excuse any grammatical errors.

(b) (6), (b) (7)(C)

Fidelity National Law Group
1515 Market Street – Suite 1410
Philadelphia, Pennsylvania 19102
Office: 267-608-1725
Direct: (b) (6), (b) (7)(C)
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On Dec 6, 2018, at 9:35 PM, (b) (6), (b) (7)(C) @fnf.com> wrote:

You smelled my essential oils.

If you smelled or saw anything in the office, you would've come in and called me out on it right then and there. Please stop harassing me after hours.

On Dec 6, 2018, at 9:27 PM, (b) (6), (b) (7)(C)@fnf.com> wrote:

I smelled it in your office. And I saw you smoking in the hallway. Please just stop.

From: (b) (6), (b) (7)(C)@fnf.com>
Sent: Thursday, December 6, 2018 9:27 PM
To: (b) (6), (b) (7)(C)@fnf.com>
Subject: Re: Smoking

I was NOT smoking in the office. I joked with the (b) (6), (b) (7)(C) in the hall about it and showed it to (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C)
Fidelity National Law Group
1515 Market Street, Suite 1410
Philadelphia, Pa. 19102
Tel: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)@fnf.com

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On Dec 6, 2018, at 6:39 PM, (b) (6), (b) (7)(C)@fnf.com> wrote:

I'm going to ask yet again (for the third time now) that you please stop smoking in the office. I smelled it again tonight as I walked by your office, just as I happened to hear the (b) (6), (b) (7)(C) say something to you about you smoking in the hallway, which I also then saw you doing.

(b) (6), (b) (7)(C)
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EXHIBIT “3”

From: (b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C)
Date: Tuesday, April 23, 2019 10:55:00 AM

(b) (6), (b) (7)(C),

I continue to reiterate my request that you copy me on all outgoing work emails, as it appears this continues to not be done.

From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Tuesday, April 23, 2019 10:41 AM
To: (b) (6), (b) (7)(C) @fnf.com>
Cc: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C):

What is the status of post-judgment collection efforts on this one?
Thank you,

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Friday, March 22, 2019 1:53 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Cc: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: (b) (6), (b) (7)(C)

Thank you, you too.

From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Friday, March 22, 2019 1:43 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Cc: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: (b) (6), (b) (7)(C)

You got it.
Have a good weekend.

(b) (6), (b) (7)(C)

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From: (b) (6), (b) (7)(C)
Sent: Friday, March 22, 2019 2:42 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Cc: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: (b) (6), (b) (7)(C)

Please and thank you.

From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Thursday, March 21, 2019 5:57 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Cc: (b) (6), (b) (7)(C) @fnf.com>
Subject: Re: (b) (6), (b) (7)(C)

I can serve a writ of execution with interrogatories to find out.

On Mar 21, 2019, at 10:58 AM, (b) (6), (b) (7)(C) @fnf.com> wrote:

Ok, so we're not going that route.

We need to find out if (b) (6) owns any property or has a job.

From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Wednesday, March 20, 2019 3:02 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: (b) (6), (b) (7)(C)

\$27.50 for the writ of execution; \$150 to serve the writ for bank levy + 2% of the amount levied.

(b) (6), (b) (7)(C)

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From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Wednesday, March 20, 2019 2:16 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: Re: (b) (6), (b) (7)(C)

And what is the cost to garnish?

Sent from my iPhone

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Fidelity National Law Group
[1515 Market Street, Suite 1410](#)
[Philadelphia, Pa. 19102](#)
Tel: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) @fnf.com

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From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Wednesday, March 20, 2019 12:44 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: RE: (b) (6), (b) (7)(C)

It's not much \$ but it is under the garnishable amount in PA? If not, garnishing the account might bring the debtor to the table for settlement. Let me know.

Thanks,

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Wednesday, March 20, 2019 9:38 AM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: RE: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)
/

Good morning. Attached is the seize assets report I received in the above matter. This (b) (6), (b) (7)(C) definitely doesn't have much in the bank. Please advise how you would like to proceed.
Thanks!

(b) (6), (b) (7)(C)

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From: (b) (6), (b) (7)(C)
Sent: Wednesday, January 23, 2019 4:10 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: RE: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

I hope all is well. Attached is a copy of the default judgment in the above matter. Are you able to request a Seize Assets report so we can determine whether the defendant has any bank accounts or other assets we might be able to levy for execution?
Thank you!

(b) (6), (b) (7)(C)

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EXHIBIT “4”

From: (b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C)
Date: Wednesday, May 8, 2019 11:35:00 AM

(b) (6), (b) (7)(C),

My delay in responding stems from my attendance at a hearing.

As I did Friday, I encourage you to notify upper management of any issues.

I note you appeared perfectly fine before I left at 10am and appear perfectly fine now, notably, seeing (b) (6), (b) (7)(C) in your office.

(b) (6), (b) (7)(C)

Fidelity National Law Group
[1515 Market Street – Suite 1410](#)
[Philadelphia, Pennsylvania 19102](#)
Office: 267-608-1725
Direct: (b) (6), (b) (7)(C)
Fax: 215-241-8794
E-mail: (b) (6), (b) (7)(C)@fnf.com

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From: (b) (6), (b) (7)(C)@fnf.com>
Sent: Wednesday, May 8, 2019 9:56 AM
To: (b) (6), (b) (7)(C)@fnf.com>
Subject: RE: (b) (6), (b) (7)(C)

Please stop making false accusations and harassing me. You are causing me severe anxiety and preventing me from doing my work.

(b) (6), (b) (7)(C)

Fidelity National Law Group, Philadelphia

The Law Division of Alamo Title Insurance Co, Chicago Title Insurance Co., Commonwealth Land Title Insurance Company and Fidelity National Title Insurance Co.

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From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Wednesday, May 8, 2019 9:54 AM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: (b) (6), (b) (7)(C)

You have done it many times, and continue this behavior and your denial is more than concerning.

(b) (6), (b) (7)(C)
Fidelity National Law Group
[1515 Market Street – Suite 1410](#)
[Philadelphia, Pennsylvania 19102](#)
Office: [267-608-1725](#)
Direct: (b) (6), (b) (7)(C)
Fax: [215-241-8794](#)
E-mail: (b) (6), (b) (7)(C) @fnf.com

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From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Wednesday, May 8, 2019 9:53 AM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: (b) (6), (b) (7)(C)

Please don't say I yelled at you when I would never do such a thing, and especially since there are 4 people in the office who will confirm that did not happen.

(b) (6), (b) (7)(C)

Fidelity National Law Group, Philadelphia

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From: (b) (6), (b) (7)(C) <[REDACTED]@fnf.com>

Sent: Wednesday, May 8, 2019 9:52 AM

To: (b) (6), (b) (7)(C) <[REDACTED]@fnf.com>

Subject: RE: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Please allow this correspondence to confirm I spoke to you in your office just now to reiterate my request that you copy me on work emails, whether to a claims attorney or not. It is unclear from where you had the impression that I should be copied on emails only to claims counsel, especially considering the numerous times I have made this request to you.

As I explained to you in your office, it is disruptive to the office when you raised your voice at me and yell toward me as I am walking out of your office.

Please, please discontinue this behavior. It has gone on much too long.

(b) (6), (b) (7)(C)

Fidelity National Law Group

1515 Market Street – Suite 1410

Philadelphia, Pennsylvania 19102

Office: 267-608-1725

Direct: (b) (6), (b) (7)(C)

Fax: 215-241-8794

E-mail: (b) (6), (b) (7)(C) <[REDACTED]@fnf.com>

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From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Wednesday, May 8, 2019 9:45 AM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: (b) (6), (b) (7)(C)

No. (b) (6), (b) (7)(C) is not a claims attorney.

(b) (6), (b) (7)(C)

Fidelity National Law Group, Philadelphia
The Law Division of Alamo Title Insurance Co, Chicago Title Insurance Co., Commonwealth Land Title Insurance Company and Fidelity National Title Insurance Co.

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From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Wednesday, May 8, 2019 9:43 AM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: (b) (6), (b) (7)(C)

Did you copy me on your email to (b) (6), (b) (7)(C) ??

(b) (6), (b) (7)(C)

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Office: [267-608-1725](#)
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From: (b) (6), (b) (7)(C) @fnf.com>

Sent: Wednesday, May 8, 2019 9:33 AM

To: (b) (6), (b) (7)(C) @fnf.com>

Subject: RE: (b) (6), (b) (7)(C)

Yes.

(b) (6), (b) (7)(C)

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From: (b) (6), (b) (7)(C) @fnf.com>

Sent: Tuesday, May 7, 2019 6:30 PM

To: (b) (6), (b) (7)(C) @fnf.com>

Subject: RE: (b) (6), (b) (7)(C)

Did you respond to (b) (6), (b) (7)(C) ?

(b) (6), (b) (7)(C)

Fidelity National Law Group

1515 Market Street – Suite 1410

Philadelphia, Pennsylvania 19102

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Direct: (b) (6), (b) (7)(C)

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E-mail: (b) (6), (b) (7)(C) @fnf.com

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From: (b) (6), (b) (7)(C)
Sent: Tuesday, May 7, 2019 2:52 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: FW: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), can you please respond to (b) (6), (b) (7)(C)? Thanks.

(b) (6), (b) (7)(C)
Fidelity National Law Group
[1515 Market Street – Suite 1410](#)
[Philadelphia, Pennsylvania 19102](#)
Office: [267-608-1725](#)
Direct: (b) (6), (b) (7)(C)
Fax: [215-241-8794](#)
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From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Tuesday, May 7, 2019 2:45 PM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: FW: (b) (6), (b) (7)(C)

See below, I don't think this is my file.

From: (b) (6), (b) (7)(C) @phelanhallinan.com>
Sent: Thursday, May 2, 2019 7:44 AM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: (b) (6), (b) (7)(C)

IMPORTANT NOTICE - This message sourced from an external mail server outside of the Company.

Good morning,

Is there an update on the above mentioned claim.

Thank You

(b) (6), (b) (7)(C)

Assignments, Tax & Title Departments
Phelan Hallinan Diamond & Jones, LLP
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103
Phone: (215) 563-7000 Ext. (b) (6), (b) (7)(C)
Fax: (215) 563-5534
(b) (6), (b) (7)(C) @phelanhallinan.com

From: (b) (6), (b) (7)(C)
Sent: Tuesday, April 09, 2019 7:37 AM
To: (b) (6), (b) (7)(C)
Subject: (b) (6), (b) (7)(C)

Good morning,

Can you please provide an update for the above mentioned claim? thanks

Thank You

(b) (6), (b) (7)(C)

Assignments, Tax & Title Departments
Phelan Hallinan Diamond & Jones, LLP
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103
Phone: (215) 563-7000 Ext. (b) (6), (b) (7)(C)
Fax: (215) 563-5534
(b) (6), (b) (7)(C) @phelanhallinan.com

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It is how we treat everyone: our co-workers, courts, colleagues,
adversaries, clients and, most importantly, our clients' customers.
Every contact and part of our firm's process is based upon this
fundamental understanding.

**** This firm is a debt collector attempting to collect a debt. Any information we obtain will be used for that purpose. If you have previously**

received a discharge in bankruptcy, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

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EXHIBIT “5”

From: (b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C)
Date: Wednesday, October 2, 2019 11:41:53 AM

Though I have made a concerted effort to bcc you I don't see you were copied on this email. I was distracted and rushing when I sent it because I was trying to wrap up a few things before I was going to be out of the office the rest of the week. I was working on the (b) (6), (b) (7)(C) opposition and emailing it to myself; and also I was reviewing the new case you had sent me a few minutes earlier and responding to you. I apologize.

(b) (6), (b) (7)(C)

Fidelity National Law Group, Philadelphia

The Law Division of Alamo Title Insurance Co, Chicago Title Insurance Co., Commonwealth Land Title Insurance Company and Fidelity National Title Insurance Co.

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From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Wednesday, October 2, 2019 11:23 AM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: RE: (b) (6), (b) (7)(C)

The email I was referring to is below. Please either send me a copy of the email blind copying me (I could not find it in my inbox) or explain why I was not copied.

From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Wednesday, September 25, 2019 4:39 PM
To: (b) (6), (b) (7)(C) @kozloffstoudt.com>
Subject: RE: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

You are correct. I had it in on my calendar that the Answer was due 30 days from when I received notice, which was August 28. I am attaching the draft answer for your review. If you are ok with it, I will have (b) (6), (b) (7)(C) add the caption and finalize it for filing first thing tomorrow morning. Sorry about the mix-up.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

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The Law Division of Alamo Title Insurance Co, Chicago Title Insurance Co., Commonwealth
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(b) (6), (b) (7)(C)

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[Philadelphia, Pennsylvania 19102](#)
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Direct: (b) (6), (b) (7)(C)
Fax: [215-241-8794](#)
E-mail: (b) (6), (b) (7)(C)@fnf.com

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From: (b) (6), (b) (7)(C)@fnf.com>
Sent: Wednesday, October 2, 2019 10:56 AM
To: (b) (6), (b) (7)(C)@fnf.com>
Subject: FW: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

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From: (b) (6), (b) (7)(C)
Sent: Thursday, September 26, 2019 1:05 PM
To: (b) (6), (b) (7)(C) <[@citizensbank.net](mailto:(b) (6), (b) (7)(C)@citizensbank.net)>
Cc: (b) (6), (b) (7)(C) <[@kozloffstoudt.com](mailto:(b) (6), (b) (7)(C)@kozloffstoudt.com)>
Subject: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C),

Good afternoon. Attached is the draft Answer I prepared in the above matter on behalf of Citizens Bank. Kindly confirm it meets with your approval, and I will file it today.

Thank you.

(b) (6), (b) (7)(C)
Fidelity National Law Group
[1515 Market Street, Suite 1410](#)
[Philadelphia, Pa. 19102](#)
Tel: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) <[@fnf.com](mailto:(b) (6), (b) (7)(C)@fnf.com)>

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EXHIBIT “6”

From: (b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C)
Bcc: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C)
Date: Monday, September 30, 2019 5:53:00 PM

Their motion has a due date of 9/26/18, the day you were out of the office. (b) (6), (b) (7)(C) mentioned you may have gotten an extension. If so, please forward me the writing. Recognizing the high standard for the grant of summary judgment, I remain highly uncomfortable with not having timely filed an opposition, as I have seen the Court grant motions for going unopposed; even summary judgment and even with opposing party's so-called extension, by which the court is not bound. To the extent any extension was until today (since you told me Monday was the deadline), this is way too late to have gotten it ready for filing; you know Philly has been having ongoing problems with access to the website. Not only were none of my comments incorporated, but also you never sent it to me prior to attempting to file it. We will have to talk about all of this.

(b) (6), (b) (7)(C)
Fidelity National Law Group
[1515 Market Street – Suite 1410](#)
[Philadelphia, Pennsylvania 19102](#)
Office: [267-608-1725](#)
Direct: (b) (6), (b) (7)(C)
Fax: [215-241-8794](#)
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From: (b) (6), (b) (7)(C)@fnf.com>
Sent: Monday, September 30, 2019 5:37 PM
To: (b) (6), (b) (7)(C)@fnf.com>
Cc: (b) (6), (b) (7)(C)@fnf.com>
Subject: RE: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

I just tried and can't get in. I will try after dinner and let you know if the site comes back up. In the meantime, let's plan to have it hand delivered tomorrow morning when you arrive.

Thank you!

(b) (6), (b) (7)(C)

Fidelity National Law Group, Philadelphia

The Law Division of Alamo Title Insurance Co, Chicago Title Insurance Co., Commonwealth Land Title Insurance Company and Fidelity National Title Insurance Co.

From: (b) (6), (b) (7)(C) <[REDACTED]@fnf.com>

Sent: Monday, September 30, 2019 5:32 PM

To: (b) (6), (b) (7)(C) <[REDACTED]@fnf.com>

Cc: (b) (6), (b) (7)(C) <[REDACTED]@fnf.com>

Subject: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C):

I attempted to file but the website is down. So I am forwarding a copy to you for you to attempt to file.

(b) (6), (b) (7)(C)

Fidelity National Law Group, Philadelphia

1515 Market Street, Suite 1410

Philadelphia, PA 19102

Direct Dial: (b) (6), (b) (7)(C)

Facsimile:

Email: (b) (6), (b) (7)(C) <[REDACTED]@fnf.com>

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EXHIBIT “7”

From: (b) (6), (b) (7)(C) @fnf.com>
Sent: Tuesday, October 23, 2018 10:39 AM
To: (b) (6), (b) (7)(C) @fnf.com>
Subject: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

In reviewing this file I noticed a few things and need some clarification please:

1) the counsel retention email and the complaint filing date seem to suggest that you were first retained in 2017 to handle this case as a clearance center matter, but for some reason it was transferred to claims earlier this year. The open file contains no documents related to the

insured mortgage—even though you have some relevant docs attached as exhibits to the complaint. I tried to find a prior file to see if there were documents and emails that should be transferred to the current L# but didn't see that one had ever been opened. Can you please confirm this is the case?

2) the complaint you filed in 2017 was on behalf of FNMA—presumably when this was still a clearance center matter. Yet, the counsel retention email says we were retained to represent (b) (6), (b) (7)(C), the current owner of the insured mortgage by assignment recorded earlier this year. I don't see a copy of the assignment in LF nor do I see that you filed a praecipe to substitute (b) (6), (b) (7)(C) as plaintiff in the quiet title action. If you have the assignment in your emails or personal folders, can you please forward it to me so I have it? Also, can you please let me know if you prepared/filed the praecipe and forward that to me as well?

[As an aside, I noticed a few "details" about the complaint I wanted to point out to you. In par. 13 of the complaint you averred that (b) (6), (b) (7)(C) purchased the property in 1993, but you did not mention the source of the funds (b) (6) used to do so. In par. 14 of the complaint you averred that (b) (6), (b) (7)(C) took a (b) (6), (b) (7)(C) loan in 2002 and gave a mortgage against the property that you refer to as "the purchase mortgage." Starting at par. 16, you aver facts regarding the 2004 (insured) mortgage, which you refer to as "the refinance mortgage" because "a portion of it"—(b) (6), (b) (7)(C)—paid off the purchase mortgage. In reality, it appears from the HUD that the only purpose of the 2004 refinance was to replace the 2002 mortgage given that the proceeds did not pay off any other debts and (b) (6), (b) (7)(C) only receive (b) (6), (b) (7)(C) in cash at settlement.

I think you may have misspoken when you referred to the 2002 mortgage as a "purchase" mortgage given that (b) (6), (b) (7)(C) had already owned the property for 9 years by that time. Either way, do we actually know if (b) (6) took a mortgage loan to acquire the property in 1993 that was paid off with this 2002 refinance mortgage loan? If so, we would want to aver that in the complaint—along with the fact that the 2004 refinance mortgage paid off that 2002 mortgage loan—to try to show (b) (6), (b) (7)(C) clear intent to encumber a specific parcel in 2004 based on (b) (6), (b) (7)(C) prior conveyances of record.

I don't think I need to seek to leave to amend the complaint to clarify these details unless the guardian files an answer contesting the relief sought; but, I figured I should mention them so you can be sure you plead your complaints as specifically as possible to avoid questions/concerns from nitpicky judges and opposing counsel.]

(b) (6), (b) (7)(C)

Fidelity National Law Group
1515 Market Street, Suite 1410
Philadelphia, Pa. 19102
Tel: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@fnf.com

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From: [Bernini-Martin, Donna M.](#)
To: [Bernini-Martin, Donna M.](#)
Date: Tuesday, March 31, 2020 4:57:52 PM
Attachments: [IMG_0023.JPG](#)

Get [Outlook for iOS](#)

4:53

5G E



(b) (6), (b) (7)(C) >

are busy with other matters though
so if you want to withdraw a brief
phone call to me or text that you
want to withdraw will suffice (e-mail
OK too)

Today 4:23 PM

Sorry. Still preoccupied. Please
consider my charge withdrawn.

Thank you for the response-this
text is sufficient and you do not
need to return my calls. As
previously discussed, you should
expect to see a letter stating merely
that you withdrew the charge,
which will be sent to you via e-mail.

Delivered



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Fax: (215) 597-7658

April 1, 2020

Andrew M. MacDonald, Esquire
Fox Rothschild, LLP
510 Walnut Street, 16th Floor
Philadelphia, PA 19106

Re: Fidelity National Financial, Inc.
Case 04-CA-252990

Dear Mr. MacDonald:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

RICHARD P. HELLER
Acting Regional Director

cc: Kelly Feese, Esquire
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

(b) (6), (b) (7)(C)

